



BRYCE YOKOMIZO
Director

County of Los Angeles
DEPARTMENT OF PUBLIC SOCIAL SERVICES

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April 19, 2005

The Honorable Board of Supervisors
County of Los Angeles
383 Kenneth Hahn Hall of Administration
500 West Temple Street
Los Angeles, California 90012

Board of Supervisors
GLORIA MOLINA
First District

YVONNE B. BURKE
Second District

ZEV YAROSLAVSKY
Third District

DON KNABE
Fourth District

MICHAEL D. ANTONOVICH
Fifth District

Dear Supervisors:

**RECOMMENDATION TO AWARD CONTRACT TO HEALTH ADVOCATES, LLP TO
PROVIDE SUPPLEMENTAL SECURITY INCOME (SSI) APPEALS
REPRESENTATION SERVICES FOR GENERAL RELIEF (GR) AND CASH
ASSISTANCE PROGRAM FOR IMMIGRANTS (CAPI) PARTICIPANTS**

(ALL DISTRICTS – 3 VOTES)

IT IS RECOMMENDED THAT YOUR BOARD

1. Find that SSI appeals representation services can be performed more economically by Contractor than by County employees.
2. Approve and instruct the Chair to sign the enclosed Proposition A Contract with Health Advocates, LLP, a Limited Liability Partnership, effective the day after Board approval or June 1, 2005, whichever is later, at a maximum Contract amount of \$3,300,000 for the three-year term of the Contract to provide SSI appeals representation services to General Relief (GR) and Cash Assistance Program for Immigrants (CAPI) participants in their disability hearings before the Social Security Administration. The cost associated with services for CAPI participants of \$25,000 annually is financed with 100% State funds. The cost associated with services for GR participants is financed with 100% County funds and results in an estimated Net County Cost (NCC) of \$1,075,000 annually. Funding for this Contract is included in the FY 2004-05 Final Adopted Budget.

"To Enrich Lives Through Effective And Caring Service"

3. Delegate authority to the Director, Department of Public Social Services (DPSS), to prepare and sign Contract amendments for any increases or decreases of no more than 10 percent of the total Contract amount when the change is necessitated by additional and necessary services that are required for the Contractor to comply with changes in federal, State, or County requirements. The approval of County Counsel and the Chief Administrative Office (CAO) will be obtained prior to executing such amendments and the Director will notify the CAO in writing within ten business days after execution.

PURPOSE/JUSTIFICATION OF RECOMMENDED ACTION

SSI appeals representation services are currently provided for GR participants through a contract with the Law Offices of Devermont and Devermont which expires on August 3, 2005. The proposed Contract with Health Advocates, LLP will replace that contract and ensure the County continues to provide these services to both GR and CAPI participants. SSI appeals representation services are needed to assist GR and CAPI participants in their disability hearings before the Social Security Administration. Participants who are successful in their appeals are approved for SSI and State-funded Medi-Cal, and, therefore, terminated from GR/CAPI, resulting in savings to the County and State.

Implementation of Strategic Plan Goals

The recommendations are consistent with the principles of the Countywide Strategic Plan Goal #1 (Service Excellence) to provide the public with easy access to quality information and services, and Goal #4 (Fiscal Responsibility) to strengthen the County's fiscal capacity.

FISCAL IMPACT/FINANCING

The maximum amount of this Contract for the three-year period is \$3,300,000. The maximum annual cost of the Contract is \$1,100,000. The share of costs associated with services for CAPI participants of \$25,000 annually is financed with 100% State funds. The costs associated with services for GR participants is financed with 100% County funds and results in an estimated NCC of \$1,075,000 annually. Funding for this contract is included in the FY 2004-05 Final Adopted Budget.

The Contract provides for a fixed unit cost of \$850 per SSI approval for the three-year period with no cost-of-living increase. The Contractor will be paid monthly in arrears for each successful SSI appeal.

The Proposition A Contract cost analysis for the three-year term of the Contract indicates a cost savings of \$569,100. The cost analysis is based on comparing the Contract cost to the cost of having County Counsel staff perform these services (Attachment I). County cost included in the cost analysis reflects the estimated cost of GR SSI representation only. However, as indicated in Attachment I, comparison of these costs to the Contractor's cost produces substantial cost savings. The addition of County cost associated with CAPI representation (which are estimated to be minimal) will only further increase the level of savings through contracting. With this cost analysis, the Department determined that it would be more economical for SSI appeals representation services to be provided through a Contract rather than by County employees.

The Auditor-Controller validated the accuracy of the computation of estimated cost savings, subject to the Department's workload estimates.

FACTS AND PROVISIONAL/LEGAL REQUIREMENTS

In 1990, pursuant to the settlement agreement in the City of Los Angeles vs. County of Los Angeles lawsuit, the County agreed to assist participants identified as SSI eligible, due to physical or mental disability, with SSI hearing representation services when SSI is denied at the reconsideration level.

In May 2002, the Department implemented its CAPI SSI Advocacy Program in response to the State's budget crisis.

The County's Proposition A and Living Wage Ordinance provisions apply to this proposed Contract, as County employees can perform these contracted services. The Contract complies with all of the requirements of Los Angeles County Code Section 2.160, Living Wage Program. The Contractor will pay employees no less than the required \$8.32 per hour, with health benefits, as specified in the Living Wage Ordinance.

The Contract term will be for three years, commencing June 1, 2005, and will continue through May 31, 2008.

The award of this Contract will not result in unauthorized disclosure of confidential information and will be in full compliance with federal, State and County regulations.

There is no employee impact as a result of this Contract since services are currently being provided by Contract.

The Contract includes a provision for the Contractor to first consider hiring County employees targeted for layoff or qualified former County employees who are on a reemployment list during the life of the Contract when filling future vacancies. The Contract also requires that the Contractor consider hiring participants of the Greater Avenues for Independence (GAIN) and General Relief Opportunities for Work (GROW) programs.

The Contractor will not be asked to perform services which will exceed the approved Contract amount, scope of work, or contract dates.

The Contract contains Contractor Responsibility and Debarment language.

Provisions for the County's Jury Service Program have been included in the Contract. The Contractor is in compliance with the Jury Service Program.

The Contract complies with all of the requirements of Los Angeles County Code Section 2.121.380, which is a mandatory prerequisite for the award of this Contract.

The County may terminate the Contract with a thirty (30) day prior written notice. The Contract also contains a provision that limits the County's obligation if the Board of Supervisors does not appropriate funding for each year of the Contract.

The Safely Surrendered Baby Law provision is included in the Contract, which requires the Contractor to notify and provide a fact sheet to their employees regarding the Safely Surrendered Baby Law, its implementation in Los Angeles County, and where to safely surrender a baby.

The Contract complies with all of the requirements of the County's Child Support Compliance Program.

The Contract has been approved as to form by County Counsel.

CONTRACTING PROCESS

In October 2003, DPSS released a Request for Proposal (RFP) to provide GR SSI appeals representation services. Interest in this RFP was generated through advertisements in 17 newspapers, including publications targeting the minority communities, mailing Letters of Interest to 108 potential bidders and advertising on the

Office of Small Business (OSB) Internet website. In response, 13 firms requested the RFP and three proposals were submitted. All three proposals were evaluated and Health Advocates, LLP received consistently higher scores in all evaluated areas. While Health Advocates, LLP was not the lowest-cost bid, they were the highest ranked proposer, and their proposal offered superior service and was determined to have more corporate qualifications and capabilities than the competing proposals.

On November 4, 2004, DPSS sent letters to the non-recommended proposers notifying them that they were not being recommended for Contract award based on the evaluation of their proposals. In addition, the Department offered to debrief interested proposers on their respective proposal evaluations. As a result, we received one letter of protest from ONE-877-4-DISABILITY. The Department followed the new County-wide Protest Policy in handling this protest and it was denied.

During Contract negotiations with Health Advocates, LLP, it was discovered that the intent of the RFP regarding face-to-face interviews with the GR/CAPL participants lacked clarity which led to the proposer interpreting it differently. In lieu of acquiring additional office space to conduct participant interviews, the proposer's intention was to seek approval from our Department to conduct phone interviews or co-locate staff in our GR district offices and, therefore, did not include a provision for space costs in their initial cost proposal. The Department does not have the space to accommodate additional co-located staff and is not in support of phone interviews in lieu of face-to-face contact. To remedy this issue, the proposer, at the request of the County, re-evaluated its proposed fee structure and resubmitted a bid of \$850 per SSI approval (\$200 dollars more than their initial bid of \$650 per case). All three proposals were re-evaluated, considering Health Advocates, LLP's adjusted bid amount, and Health Advocates, LLP continued to be the highest ranked proposer.

Additionally, since Health Advocates, LLP also represents Medi-Cal applicants at fair hearings where the County may be the opposing party, they have requested that the County acknowledge and waive this potential conflict of interest. We have discussed this with County Counsel and have been advised that the County will waive the conflict of interest; however, this waiver will be in a separate stand-alone letter instead of incorporating it into the contract.

The Local Small Business Enterprise (SBE) program's provisions were included in the RFP. No proposer claimed to be certified as a Local SBE vendor and no Local SBE credit was applied in the RFP's evaluation process. Attachment II contains copies of the Community Business Enterprise Program forms submitted by Health Advocates, LLP and Devermont and Devermont. ONE-877-4-DISABILITY did not include this form in its proposal.

The initial solicitation document for this Contract requested proposals for GR SSI appeals representation services only. Subsequent to the release of the RFP, the State enacted W&IC Section 18939 (d) requiring the State to reimburse counties for the cost of successful SSI appeals for CAPI participants. Since these services are substantially similar, we have incorporated CAPI SSI Appeals representation services into the GR SSI Appeals Representation Services Contract. We anticipate this addition will have minimal impact on the services outlined in the Contract, as we estimate an additional workload of five referrals per month.

IMPACT ON CURRENT SERVICES (OR PROJECTS)

The award of this Contract will not infringe on the role of the County in relationship to its residents. The County's ability to respond to emergencies will not be impaired. There is no change in risk exposure to the County. The Contract is in compliance with all of the requirements of Los Angeles County Code Chapter 2.121.380, a mandatory prerequisite for the award of the contract.

CONCLUSION

Upon approval and execution by the Board, the Executive Officer, Board of Supervisors, is requested to return one adopted, stamped Board Letter and four original signed copies of the Contract to the Department of Public Social Services.

Respectfully submitted,



Bryce Yokomizo, Director

BY:ld

Attachments

- c: Chief Administrative Officer
County Counsel
Executive Officer, Board of Supervisors
Auditor-Controller
Office of Affirmative Action and Compliance

**PROPOSITION A CONTRACTING COMPARISON OR ESTIMATED AVOIDABLE
COSTS TO THE COST OF CONTRACTING SSI APPEALS REPRESENTATION
SERVICES**

(June 1, 2005 through May 31, 2008)

COUNTY COSTS

Direct Costs

| | |
|---------------------------|------------|
| Salaries | \$ 827,000 |
| Employee Benefits | \$ 276,000 |
| Bilingual Bonus | \$ 2,400 |
| Other Services & Supplies | \$ 115,000 |
| Office Space | \$ 69,300 |

TOTAL COUNTY COSTS: \$ 1,289,700 annually

CONTRACT COSTS

Direct Costs

| | |
|----------------|----------------------|
| Contract Costs | \$1,100,000 annually |
|----------------|----------------------|

Estimated County Cost Savings \$189,700 annually

County of Los Angeles – Community Business Enterprise Program Health Advocates, LLP

County of Los Angeles – Community Business Enterprise Program (CBE) Request for Local SBE Preference Program Consideration and CBE Firm/Organization Information Form

INSTRUCTIONS: Submit this completed form with your bid only if your firm is a County of Los Angeles certified Local SBE vendor and you are requesting a preference in the evaluation for this work order.

I. LOCAL SMALL BUSINESS ENTERPRISE PREFERENCE PROGRAM:

FIRM NAME: HEALTH ADVOCATES, LLP

- ☒ I AM NOT ☐ A Local SBE certified by the County of Los Angeles Office of Affirmative Action Compliance as of the date of this proposal/bids submission.
- ☐ As an eligible Local SBE, I request this proposal/bid be considered for the Local SBE Preference.
- My County (WebVen) Vendor Number _____

II. FIRM/ORGANIZATION INFORMATION: The information requested below is for statistical purposes only. On final analysis and consideration of award, CONTRACTOR/vendor will be selected without regard to race/ethnicity, color, religion, sex, national origin, age, sexual orientation or disability.

Business Structure: ☐ Sole Proprietorship ☒ Partnership ☐ Corporation ☐ Non-Profit ☐ Franchise
☐ Other (Please Specify) _____

Total Number of Employees (including owners): 150 (AS OF MARCH 1, 2004)

Race/Ethnic Composition of Firm: Please distribute the above total number of individuals into the following categories:

| Race/Ethnic Composition | Owners/Partners/ Associate Partners | | Managers | | Staff | |
|---------------------------|--|--------|----------|--------|-------|--------|
| | Male | Female | Male | Female | Male | Female |
| Black/African American | | | | 2 | 3 | 2 |
| Hispanic/Latino | | | 5 | 6 | 10 | 55 |
| Asian or Pacific Islander | | | | 1 | 7 | 16 |
| American Indian | | | | | 0 | 0 |
| Filipino | | | | | 8 | 1 |
| White | 2 | | 6 | 3 | 3 | 12 |

III. PERCENTAGE OF OWNERSHIP IN FIRM: Indicate by percentage (%) how ownership of the firm is distributed:

| | Black/African American | Hispanic/Latino | Asian or Pacific Islander | American Indian | Filipino | White |
|-------|------------------------|-----------------|---------------------------|-----------------|----------|-------|
| Men | % | % | % | % | % | 100 % |
| Women | % | % | % | % | % | % |

IV. CERTIFICATION AS MINORITY, WOMEN, DISADVANTAGED, AND DISABLED VETERAN BUSINESS ENTERPRISES: If your firm is currently certified as a minority, women, disadvantaged or disabled veteran owned business enterprise by a public agency, complete the following and attach a copy of your proof of certification. (Use back of form, if necessary.)

| Agency Name | Minority | Women | Dis- advantaged | Disabled Veteran | Expiration Date |
|-------------|----------|-------|--------------------|---------------------|-----------------|
| N/A | | | | | |

V. DECLARATION: I DECLARE UNDER PENALTY OF PERJURY UNDER THE LAWS OF THE STATE OF CALIFORNIA THAT THE ABOVE INFORMATION IS TRUE AND ACCURATE.

| Print Authorized Name | Authorized Signature | Print Title | Date |
|-----------------------|---|-------------|----------|
| AL LEIBOVIC |  | PARTNER | 02/26/04 |

**County of Los Angeles – Community Business Enterprise Program
Devermont and Devermont (Cont'd)**

County of Los Angeles – Community Business Enterprise Program (CBE)

**Request for Local SBE Preference Program Consideration and
CBE Firm/Organization Information Form**

INSTRUCTIONS: Submit this completed form with your bid only if your firm is a County of Los Angeles certified Local SBE vendor and you are requesting a preference in the evaluation for this work order.

I. LOCAL SMALL BUSINESS ENTERPRISE PREFERENCE PROGRAM:

FIRM NAME: Law Offices of Devermont and Devermont, A Professional Corp.

☒ **I AM NOT** ☐ **A Local SBE certified by the County of Los Angeles Office of Affirmative Action Compliance as of the date of this proposal/bids submission.**

☐ **I AM**

☐ **As an eligible Local SBE, I request this proposal/bid be considered for the Local SBE Preference.**

My County (WebVen) Vendor Number : _____

II. FIRM/ORGANIZATION INFORMATION: The information requested below is for statistical purposes only. On final analysis and consideration of award, CONTRACTOR/vendor will be selected without regard to race/ethnicity, color, religion, sex, national origin, age, sexual orientation or disability.

Business Structure: ☐ Sole Proprietorship ☐ Partnership ☒ Corporation ☐ Non-Profit ☐ Franchise
☐ Other (Please Specify) _____

Total Number of Employees (including owners): 11

Race/Ethnic Composition of Firm. Please distribute the above total number of individuals into the following categories:

| Race/Ethnic Composition | Owners/Partners/ Associate Partners | | Managers | | Staff | |
|---------------------------|--|--------|----------|--------|-------|--------|
| | Male | Female | Male | Female | Male | Female |
| Black/African American | | | | | | |
| Hispanic/Latino | | | | | 1 | 1 |
| Asian or Pacific Islander | | | | | 1 | |
| American Indian | | | | | | |
| Filipino | | | | | | |
| White | 1 | | | 2 | 2 | 3 |

III. PERCENTAGE OF OWNERSHIP IN FIRM: Indicate by percentage (%) how ownership of the firm is distributed.

| | Black/African American | Hispanic/Latino | Asian or Pacific Islander | American Indian | Filipino | White |
|-------|------------------------|-----------------|---------------------------|-----------------|----------|-------|
| Men | % | % | % | % | % | 100 % |
| Women | % | % | % | % | % | % |

IV. CERTIFICATION AS MINORITY, WOMEN, DISADVANTAGED, AND DISABLED VETERAN BUSINESS ENTERPRISES:

If your firm is currently certified as a minority, women, disadvantaged or disabled veteran owned business enterprise by a public agency, complete the following and attach a copy of your proof of certification. (Use back of form, if necessary.)

| Agency Name | Minority | Women | Dis- advantaged | Disabled Veteran | Expiration Date |
|-------------|----------|-------|--------------------|---------------------|-----------------|
| | | | | | |
| | | | | | |

V. DECLARATION: I DECLARE UNDER PENALTY OF PERJURY UNDER THE LAWS OF THE STATE OF CALIFORNIA THAT THE ABOVE INFORMATION IS TRUE AND ACCURATE.

| Print Authorized Name | Authorized Signature | Print Title | Date |
|-----------------------|---|-------------|---------|
| Dennis H. Devermont |  | President | 12/9/03 |



GENERAL RELIEF (GR) and CASH ASSISTANCE PROGRAM FOR
IMMIGRANTS (CAPI) SUPPLEMENTAL SECURITY INCOME (SSI)
APPEALS REPRESENTATION

CONTRACT BY AND BETWEEN

COUNTY OF LOS ANGELES

AND

HEALTH ADVOCATES, LLP

PREPARED BY
DEPARTMENT OF PUBLIC SOCIAL SERVICES
BUREAU OF PROGRAM AND POLICY
GENERAL RELIEF AND FOOD STAMP DIVISION
12820 CROSSROADS PARKWAY SOUTH
CITY OF INDUSTRY, CA 91746-3411

TABLE OF CONTENTS

| <u>Section</u> | <u>Title</u> | <u>Page</u> |
|----------------|--|-------------|
| | RECITALS..... | 1 |
| I. | APPLICABLE DOCUMENTS..... | 1 |
| II. | TERM OF CONTRACT..... | 2 |
| III. | INTERPRETATION | 3 |
| IV. | CONTRACT PAYMENT | 4 |
| V. | FURTHER TERMS AND CONDITIONS | 6 |
| 1.0 | Assignments..... | 6 |
| 2.0 | Audit Settlement | 6 |
| 3.0 | Authorization Warranty..... | 7 |
| 4.0 | Budget Reductions | 7 |
| 5.0 | Changes and Amendments of Terms | 7 |
| 6.0 | Child Abuse/Elder Abuse Reporting/Fraud Reporting | 8 |
| 7.0 | Civil Rights..... | 9 |
| 8.0 | Collective Bargaining Contract | 9 |
| 9.0 | Complaints..... | 9 |
| 10.0 | Completion of Contract..... | 10 |
| 11.0 | Compliance with Jury Service Program..... | 11 |
| 12.0 | Compliance With Laws | 12 |
| 13.0 | Compliance With Living Wage Program | 13 |
| 14.0 | Compliance With Wage and Hour Laws/Fair Labor Standards Act | 22 |
| 15.0 | Confidentiality | 22 |
| 16.0 | Conflict of Interest/Contract Prohibited | 23 |
| 17.0 | Consideration of Hiring COUNTY Employees Targeted for Layoff | 24 |
| 18.0 | Consideration of Hiring GAIN or GROW Participants for Employment | 24 |
| 19.0 | CONTRACTOR Payment | 25 |
| 20.0 | CONTRACTOR Responsibility and Debarment..... | 26 |
| 21.0 | CONTRACTOR's Acknowledgment of COUNTY's Commitment to Child Support Enforcement | 27 |
| 22.0 | CONTRACTOR's Acknowledgment of COUNTY's Commitment to the Safely Surrendered Baby Law | 27 |
| 23.0 | CONTRACTOR's Employees..... | 28 |
| 24.0 | CONTRACTOR's Warranty of Adherence to COUNTY's Child Support Compliance Program | 29 |
| 25.0 | COUNTY Lobbyists..... | 29 |
| 26.0 | COUNTY's Quality Assurance Plan..... | 29 |
| 27.0 | Covenant Against Fees | 30 |

| | | |
|------|---|----|
| 28.0 | Disputes | 30 |
| 29.0 | Disclosure of Information | 30 |
| 30.0 | Employee Safety | 31 |
| 31.0 | Employment Eligibility Verification | 31 |
| 32.0 | Fiscal Accountability | 31 |
| 33.0 | Force Majeure | 32 |
| 34.0 | Governing Law and Venue | 32 |
| 35.0 | Government Observations | 32 |
| 36.0 | Indemnification..... | 33 |
| 37.0 | Independent CONTRACTOR Status | 33 |
| 38.0 | Insurance Requirements | 33 |
| 39.0 | Insurance Coverage Requirements..... | 36 |
| 40.0 | Liquidated Damages..... | 37 |
| 41.0 | Local Small Business Enterprise Preference Program | 37 |
| 42.0 | Most Favored Public Entity | 38 |
| 43.0 | No Payment for Services Provided Following Expiration/Termination of Contract | 38 |
| 44.0 | Nondiscrimination in Employment..... | 38 |
| 45.0 | Notices | 40 |
| 45.1 | Notice of Delays | 40 |
| 45.2 | Notice of Meetings | 40 |
| 45.3 | Delivery of Notices | 40 |
| 45.4 | Notices to the CONTRACTOR..... | 40 |
| 45.5 | Notices to the COUNTY | 41 |
| 45.6 | Changes of Address | 41 |
| 45.7 | Termination Notices | 41 |
| 46.0 | Notice to Employees Regarding the Federal Earned Income Tax Credit | 41 |
| 47.0 | Notice to Employees Regarding Safely Surrendered Baby Law | 41 |
| 48.0 | Ownership of Data/Equipment | 42 |
| 49.0 | Proprietary Rights | 42 |
| 50.0 | Records | 43 |
| 51.0 | Records Retention and Inspection | 43 |
| 52.0 | Recycled Bond Paper | 44 |
| 53.0 | Removal of Unsatisfactory Personnel..... | 44 |
| 54.0 | Rules and Regulations | 44 |
| 55.0 | Security and Background Investigations | 45 |
| 56.0 | Subcontracting | 45 |
| 57.0 | Termination for Breach of Warranty to Maintain Compliance with COUNTY's Child Support Compliance Program | 46 |
| 58.0 | Termination for Convenience of the COUNTY | 46 |
| 59.0 | Termination for Default of the CONTRACTOR | 48 |
| 60.0 | Termination for Improper Consideration..... | 48 |
| 61.0 | Termination for Insolvency..... | 49 |
| 62.0 | Termination for Non-Appropriation of Funds | 50 |
| 63.0 | Timely Completion | 50 |

| | | |
|------|--------------------------|----|
| 64.0 | Validity..... | 50 |
| 65.0 | Verbal Discussions | 50 |
| 66.0 | Waiver | 50 |
| 67.0 | Warranty | 50 |

| | |
|-------------------------|-----------|
| SIGNATURES | 52 |
|-------------------------|-----------|

ATTACHMENTS

| | |
|---|-----|
| Attachment A - Statement of Work and Technical Exhibits | 53 |
| Attachment B - Glossary of Terms | 137 |
| Attachment C - Invitation for Bid/Request for Proposals/Grounds for Rejection | 142 |
| Attachment D - CONTRACTOR's Budget Sheet and Employee Benefits | 144 |
| Attachment E - Certification of Independent Price Determination..... | 147 |
| Attachment F - CONTRACTOR Employee Acknowledgment and Confidentiality Agreement | 149 |
| Attachment G - Bidder's/Offeree's Equal Employment Opportunity (EEO) Certification | 192 |
| Attachment H - Bidder's/Offeree's Nondiscrimination in Services Certification | 194 |
| Attachment I - Familiarity of the County Lobbyist Ordinance Certification..... | 196 |
| Attachment J - CONTRACTOR Living Wage Declaration..... | 198 |
| Attachment K - Living Wage Ordinance | 200 |
| Attachment L - Safely Surrendered Baby Law | 207 |
| Attachment M - Earned Income Credit - Notice 015 | 210 |

CONTRACT BETWEEN
HEALTH ADVOCATES, LLP
AND
COUNTY OF LOS ANGELES

This Contract is made and entered into this _____ day of _____, 2005, by and between the County of Los Angeles (hereinafter "COUNTY") and HEALTH ADVOCATES, LLP, a Limited Liability Partnership (hereinafter "CONTRACTOR"), to provide Supplemental Security Income (SSI) appeals representation services.

WHEREAS, CONTRACTOR is a professional private corporation and is qualified to provide SSI appeals representation services as set forth hereunder and warrants that it possesses the competence, expertise, and personnel necessary to provide such service; and

WHEREAS, COUNTY finds it necessary to secure such services; and

WHEREAS, pursuant to Section 44.7 of the Los Angeles County Charter as implemented by *Los Angeles County Code* Chapter 2.121 (Contracting with Private Businesses), COUNTY is permitted to contract with private businesses to perform services when it is more economical to do so; and

WHEREAS, COUNTY has determined that it is more economical to obtain such services by this Contract than by County employees; and

WHEREAS, CONTRACTOR has submitted a proposal to the COUNTY for the provision of such services based upon competitive negotiation, bidding under Los Angeles County Code Section 2.1211.330, CONTRACTOR has been selected for recommendation for award of this Contract; and

WHEREAS, pursuant to the provisions of Section 17000 *et seq.* of the California *Welfare and Institutions Code* (hereafter W&IC), COUNTY provides aid to indigents under COUNTY'S General Relief (hereafter "GR") program; and

WHEREAS, pursuant to the provisions of Section 49-000 of the California Department of Social Services Manual of Policies and Procedures, the State provides aid to immigrants under the State's Cash Assistance Program for Immigrants (hereafter "CAPI"); and

NOW, THEREFORE, the parties hereto agree as follows:

I. APPLICABLE DOCUMENTS

- 1.0 Attachments A, B, C, D, E, F, G, H, I, J, K, L and M as set forth below are attached to and form a part of this Contract.

- 2.0 In the event of any conflict in the definition or interpretation of any word, responsibility, service, schedule, or contents of a deliverable product between this Contract and Attachments, or between Attachments, said conflict or inconsistency shall be resolved by giving precedence first to this Contract, and then to the Attachments according to the following priority:
- 2.1 Attachment A - Statement of Work and Technical Exhibits
 - 2.2 Attachment B - Glossary of Terms
 - 2.3 Attachment C - Invitation For Bid/Request for Proposals/
Grounds for Rejection
 - 2.3 Attachment D - CONTRACTOR's Budget Sheet and Employee Benefits
 - 2.4 Attachment E - Certification of Independent Price Determination
 - 2.5 Attachment F - CONTRACTOR Employee Acknowledgement and
Confidentiality Agreement
 - 2.6 Attachment G - Bidder's/Offeror's EEO Certification
 - 2.7 Attachment H - Bidder's/Offeror's Nondiscrimination in Services
Certification
 - 2.8 Attachment I - Familiarity of the County Lobbyist Ordinance Certification
 - 2.9 Attachment J - CONTRACTOR Living Wage Declaration
 - 2.10 Attachment K - Living Wage Ordinance
 - 2.11 Attachment L - Safely Surrendered Baby Law
 - 2.12 Attachment M - Earned Income Credit – Notice 1015
- 3.0 This Contract and the Attachments A through M attached hereto constitute the complete and exclusive statement of understanding between the parties which supersedes all previous Contracts, written or oral, and all other communications between the parties relating to the subject matter of this Contract.

II. TERM OF CONTRACT

- 1.0 The term of this Contract is effective the day after Board of Supervisors' approval or June 1, 2005, whichever is later, for three years. This Contract is subject to the COUNTY's right to terminate earlier for convenience, which includes changes in laws affecting the GR Program or the CAPI Program and/or judicial decisions that eliminate,

change, or substantially reduce the COUNTY's/State's legal requirements for GR/CAPL assistance, non-appropriation of funds, default of the CONTRACTOR, or improper consideration given/offered to the COUNTY with respect to the award of this Contract.

2.0 Subject to the provisions of Section V, Paragraph 58.0, Termination for Convenience of the COUNTY, in the event of termination of this Contract, CONTRACTOR shall upon receipt of notice of termination and prior to termination date:

2.1 Immediately eliminate all new costs and expenses under this Contract. In addition, CONTRACTOR shall immediately minimize all other costs and expenses under this Contract. CONTRACTOR shall be reimbursed only for reasonable and necessary costs and expenses incurred after receipt of notice of termination.

2.2 Promptly report to the COUNTY in writing all information necessary for the reimbursement of any outstanding claims and continuing costs.

III. INTERPRETATION

This Contract shall be interpreted in accordance with the laws of the State of California.

The headings herein contained are for convenience and reference only and are not intended to define the scope of any provision thereof. The following words as used herein shall be construed to have the following meaning, unless otherwise apparent from the context in which they are used:

1.0 Board of Supervisors - The Board of Supervisors of the County of Los Angeles.

2.0 CONTRACTOR - The sole proprietor, partnership, or corporation which has entered into a Contract with the COUNTY to perform or execute the words covered by these specifications.

3.0 Director - The Director of the Department of Public Social Services, the County of Los Angeles, or his authorized representative(s).

4.0 Contract Manager - The individual designated by the CONTRACTOR to act as a liaison with the COUNTY and be responsible for the overall management and coordination of this Contract.

5.0 County Contract Administrator (CCA) - The individual(s) who monitor the CONTRACTOR's performance in the daily operation of this Contract. The CCA provides direction to the CONTRACTOR in the areas relating to policy, information requirements and procedural requirements.

IV. CONTRACT PAYMENT

1.0 During the term of this Contract, COUNTY shall compensate CONTRACTOR for services in the following manner.

1.1 CONTRACTOR shall provide SSI appeals representation services to GR and CAPI participants referred by COUNTY as provided for under Attachment A, Statement of Work, Specific Tasks.

1.2 COUNTY shall pay CONTRACTOR for each SSI approval verified/documented. COUNTY shall pay CONTRACTOR a firm, fixed rate per SSI approval, per Contract region during the term of this Contract as follows:

| <u>REGION</u> | <u>RATE PER SSI APPROVAL</u> |
|---------------|------------------------------|
| I | \$850.00 |
| II | \$850.00 |
| III | \$850.00 |
| IV | \$850.00 |
| V | \$850.00 |
| VI | \$850.00 |
| VII | \$850.00 |
| VIII | \$850.00 |

2.0 Payment to the CONTRACTOR will be made in arrears on a monthly basis, at rates specified in this Contract, provided that the CONTRACTOR is not in default under any provision of this Contract and has submitted a complete and accurate statement of payment due with documentation attached supporting the statement of payment due.

3.0 The CONTRACTOR shall prepare and submit monthly invoices, in the format similar to Attachment A, Technical Exhibit 2.5, hereunder, to the CCA within 15 calendar days after the end of the month in which services were provided. The invoices must have the following attachments:

3.1 For *SSI only* cases, a copy of the notice approving SSI benefits as well as showing that a request for hearing was filed and:

(1) SSI approval notice is dated after acceptance of the case by CONTRACTOR; and

3.1.1 A computer printout from the Social Security Administrator (SSA) will suffice as an attachment to the invoice if the notice approving SSI benefits is not available. At minimum, the printout must show that it is from SSA, the hearing date and date benefits were approved.

3.2 For SSI/RSDHI (Retirement, Survivors, Disability and Health Insurance) combined cases, a copy of the Authorization to Charge and Receive a Fee or Fee Agreement Approval form approved by the Administrative Law Judge or SSA when federal law requires a fee authorization, and a copy of the notice approving benefits as well as showing that a request for hearing was filed and:

(1) The SSI Approval notice is dated after acceptance of the case by the CONTRACTOR;

3.2.1 A computer printout from SSA will suffice as an attachment to the invoice if the notice approving SSI benefits is not available. At minimum, the printout must show that it is from SSA, the hearing date, and the date benefits were approved.

3.2.2 If the participant is approved for both RSDHI and SSI, it will be counted as one SSI approval.

3.2.3 If the participant is approved for RSDHI only, it will be counted as an SSI approval.

4.0 The COUNTY shall use the LEADER computer system to validate the CONTRACTOR invoices. The CONTRACTOR shall not be compensated for services that cannot be validated by the LEADER system. Therefore, to ensure accurate and timely payment, it is imperative that the CONTRACTOR input data as required in Attachment A, Statement of Work.

5.0 The COUNTY shall review and authorize payment of invoice as soon as possible after receipt of the CONTRACTOR billing. The COUNTY will make a reasonable effort to effect payment to the CONTRACTOR within 30 calendar days from receipt of an invoice which is accurate as to form and content.

The CONTRACTOR shall invoice and the COUNTY shall authorize payment for only SSI approvals received during the invoice month, unless otherwise authorized by COUNTY.

5.1 The CONTRACTOR shall be compensated for any cases won after this Contract's expiration date, provided that prior to the Contract expiration date (1) the COUNTY referred the participant to the CONTRACTOR for appeals representation; (2) the CONTRACTOR became the participant's authorized representative; and (3) the notice approving benefits is dated after acceptance of the case by the CONTRACTOR; (4) the participant's SSI claim was subsequently reexamined and the denial overturned.

6.0 The COUNTY may delay the last payment due hereunder until six months after the termination of this Contract. The CONTRACTOR shall be liable for payment on 30

days written notice of any offset authorized by this Contract not deducted from any payment made by the COUNTY to the CONTRACTOR.

- 7.0 Prior to receiving final payment hereunder, the CONTRACTOR shall submit a signed written release discharging the COUNTY, its officers and employees, from all liabilities, obligations, and claims arising out of or under this Contract, except for any claims specifically described in detail in such release.

V. FURTHER TERMS AND CONDITIONS

1.0 Assignments

The CONTRACTOR shall not delegate its duties and/or assign its rights hereunder, either in whole or in part, without the prior written consent of the COUNTY. Any attempted delegation and/or assignment without the COUNTY's prior written consent shall be void. Any attempt by the CONTRACTOR to assign or subcontract any performance of the terms of this Contract without the express written consent of the COUNTY shall be null and void and shall constitute a breach of the terms of this Contract. In the event of such a breach, this Contract may be terminated forthwith.

2.0 Audit Settlement

If at any time during the term of the Contract or within five years after the expiration or termination of the Contract, authorized representatives of the COUNTY conduct an audit of the CONTRACTOR regarding the services provided to the COUNTY hereunder, and if such audit finds that the COUNTY's dollar liability for such services is less than payments made by the COUNTY to the CONTRACTOR, then the CONTRACTOR agrees that the difference, at the Director's discretion, shall be either: repaid forthwith by the CONTRACTOR to the COUNTY by cash payment, or at the COUNTY's option, credited against any future payments due by the COUNTY, to the CONTRACTOR, whether under this Contract or otherwise. If such audit finds that the COUNTY's dollar liability for services provided hereunder is more than payments made by the COUNTY to the CONTRACTOR, then the difference shall be paid to the CONTRACTOR by the COUNTY provided that in no event shall the COUNTY's maximum obligation for this Contract exceed the funds appropriated by the COUNTY for the purpose of this Contract.

3.0 Authorization Warranty

The CONTRACTOR represents and warrants that its signatory to the Contract is fully authorized to obligate the CONTRACTOR hereunder and that all corporate acts necessary to the execution of the Contract have been accomplished.

4.0 Budget Reductions

In the event that the COUNTY's Board of Supervisors adopts in any fiscal year, a COUNTY budget which provides for reductions in the salaries and benefits paid to the majority of COUNTY employees and imposes similar reductions with respect to COUNTY Contracts, the COUNTY reserves the right to reduce its payment obligation correspondingly for that fiscal year and any subsequent fiscal year services provided by the CONTRACTOR under the Contract. In response to a COUNTY imposed fee reduction, the CONTRACTOR and COUNTY may negotiate a reduction in CONTRACTOR's services proportionate to the fee reduction and amend the Contract accordingly. This reduction will not affect costs already incurred by the CONTRACTOR for services previously provided. The COUNTY's notice to the CONTRACTOR regarding said reduction in payment obligation shall be provided within 30 days following the Board's approval of such actions. The CONTRACTOR shall continue to provide the services set forth in the Contract.

5.0 Changes and Amendments of Terms

The COUNTY reserves the right to change, through negotiation, any portion of the work required under the Contract, or amend such other terms and conditions, which may become necessary. Any such revisions shall be accomplished in the following manner:

- 5.1** For any change that does not materially affect the Scope of Work or any other term or condition included under this Contract, a *Change Notice* shall be prepared and signed by the CCA and the CONTRACTOR's Contract Manager.
- 5.2** For any revision that materially affects the Scope of Work or any term and condition included in the Contract, a negotiated amendment to the Contract shall be executed by the COUNTY Board of Supervisors and the CONTRACTOR *except* as provided in 5.3, herein below.

5.3 The DPSS Director may prepare and sign amendments to the Contract without further action by the COUNTY Board of Supervisors under the following conditions:

5.3.1 The amendments shall be in compliance with applicable COUNTY, State and federal regulations.

5.3.2 The amendment is for an increase or decrease of no more than 10 percent of the Contract amount.

5.3.3 The COUNTY Board of Supervisors has appropriated sufficient funds in the DPSS budget.

5.3.4 The COUNTY shall obtain the approval of County Counsel or his designee for an amendment to this Contract.

5.3.5 The DPSS Director will file a copy of all amendments with the Executive Office of the COUNTY Board of Supervisors and Chief Administrative Office within 15 days after execution of each amendment.

6.0 Child Abuse/Elder Abuse Reporting/Fraud Reporting

The CONTRACTOR staff working on this Contract shall comply with *California Penal Code* (hereinafter "*PC*") *Section 11164 et seq.*, and shall report all known and suspected instances of child abuse to an appropriate child protective agency, as mandated by these code sections. The CONTRACTOR staff working on this Contract shall make the report on such abuse, and should submit all required information, in accordance with the PC Sections 11166 and 11167.

The CONTRACTOR staff working on this Contract shall comply with *California W&IC, Section 15600 et seq.*, and shall report all known or suspected instances of physical abuse of elders and dependent adults either to an appropriate COUNTY adult protective services agency or to a local law enforcement agency, as mandated by these code sections. The CONTRACTOR staff working on this Contract shall make the report on such abuse, and shall submit all required information, in accordance with the *W&IC* Sections 15630, 15633 and 15633.5.

The CONTRACTOR staff working on this Contract shall also immediately report all suspected or actual welfare fraud situations to the COUNTY.

7.0 Civil Rights

The CONTRACTOR shall abide by the provisions of *Title VI* and *Title VII* of the *Federal Civil Rights Act of 1964*, *Section 504* of the *Rehabilitation Act of 1973*, as amended, the *Age Discrimination Act of 1975*, the *Food Stamp Act of 1977*, the *Americans with Disabilities Act of 1990*, *W&IC Section 10000*, California Department of Social Services *Manual of Policies and Procedures, Division 21*, and other applicable federal and State laws to ensure that employment practices and the delivery of social service programs are nondiscriminatory. Under this requirement, the CONTRACTOR shall not discriminate on the basis of race, color, national origin, ancestry, political affiliation, religion, marital status, sex, age, or disability.

The CONTRACTOR shall sign and adhere to the "Bidder's/Offeror's Nondiscrimination In Services Certification," Attachment H, hereunder.

8.0 Collective Bargaining Contract

To comply with California Department of Social Services Regulations, Section 23-610 (d) (22), the CONTRACTOR agrees to provide to the COUNTY, upon request, a copy of any collective bargaining Contract covering employees providing services under the Contract.

9.0 Complaints

The CONTRACTOR shall develop, maintain, and operate procedures for receiving, investigating, and responding to user complaints.

Within 15 business days after the Contract effective date, the CONTRACTOR shall provide the COUNTY with the CONTRACTOR's policy for receiving, investigating, and responding to user complaints.

9.1 The CCA will review the CONTRACTOR's policy and provide the CONTRACTOR with approval of said plan or with requested changes.

- 9.2** If the CCA requests changes in the CONTRACTOR's policy, the CONTRACTOR shall make such changes and resubmit the plan within five business days.
- 9.3** If, at any time, the CONTRACTOR wishes to change the CONTRACTOR's policy, the CONTRACTOR shall submit proposed changes to the COUNTY for approval before implementation.

The CONTRACTOR shall preliminarily investigate all complaints and notify the CCA of the status of the investigation within five business days after receiving the complaint.

When complaints cannot be resolved informally, a system of follow-through shall be instituted which adheres to formal plans for specific actions and strict time deadlines.

Copies of all written responses shall be sent to the CCA within three business days after mailing to the complainant.

10.0 Completion of Contract

The CONTRACTOR shall continue with current operation until all outstanding SSI hearings have been completed. However, the CONTRACTOR shall turn over all COUNTY-provided computer equipment upon expiration or termination of this Contract and develop a manual procedure for reporting to DPSS the disposition of such SSI hearings. Additionally, the CONTRACTOR shall retain possession of all completed work such as case files, correspondence reports and other documents relating to the operation of services under this Contract in accordance with the provisions of Section 51.0, Records Retention and Inspection, contained herein.

The CONTRACTOR shall turn over their current operation to the COUNTY or another vendor upon expiration or termination of the Contract. For up to three months prior to the expiration of this Contract, the CONTRACTOR shall provide the consulting services of the Contract Manager for orientation to ensure a smooth transition from CONTRACTOR-provided services back to the COUNTY or to another vendor. The CONTRACTOR shall make reasonable provisions for inspection and observation of work procedures of the CONTRACTOR personnel during the transition period. In

addition, the CONTRACTOR shall explain and return to the COUNTY, as requested, all reports, documents, data files, and computer systems.

If the CONTRACTOR fails to adhere to the above work and standards, the COUNTY shall have the right to withhold 50 to 100% of the last two months' payments as liquidated damages.

11.0 Compliance with Jury Service Program

11.1 Jury Service Program

This Contract is subject to the provisions of the COUNTY's ordinance entitled CONTRACTOR Employee Jury Service ("Jury Service Program") as codified in Chapters 2.203.010 through 2.203.090 of the Los Angeles County Code.

11.2 Written Employee Jury Service Policy

1. Unless CONTRACTOR has demonstrated to the COUNTY's satisfaction either that CONTRACTOR is not a "CONTRACTOR" as defined under the Jury Service Program (Chapter 2.203.020 of the County Code) or that CONTRACTOR qualifies for an exception to the Jury Service Program (Chapter 2.203.070 of the Los Angeles County Code), CONTRACTOR shall have and adhere to a written policy that provides that its employees shall receive from the CONTRACTOR, on an annual basis, no less than five days of regular pay for actual jury service. The policy may provide that employees deposit any fees received for such jury service with the CONTRACTOR or that the CONTRACTOR deduct from the employee's regular pay, the fees received for jury service.
2. For purposes of this Section, "CONTRACTOR" means a person, partnership, corporation or other entity which has a Contract with the COUNTY or a subcontract with a COUNTY CONTRACTOR and has received or will receive an aggregate sum of \$50,000 or more in any 12-month period under one or more COUNTY Contracts or subcontracts. "Employee" means any California resident who is a full-time employee of CONTRACTOR. "Full-time" means 40 hours or more worked per week, or a lesser number of hours if: the lesser number is a recognized industry standard as determined by the COUNTY, or CONTRACTOR has a long-standing practice that defines the lesser number of hours as full-time. Full-

time employees providing short-term, temporary services of 90 days or less within a 12-month period are not considered full-time for purposes of the Jury Service Program. If CONTRACTOR uses any subcontractor to perform services for the COUNTY under the Contract, the subcontractor shall also be subject to the provisions of this Section. The provisions of this Section shall be inserted into any such subcontract and a copy of the Jury Service Program shall be attached to the subcontract.

3. If CONTRACTOR is not required to comply with the Jury Service Program when the Contract commences, CONTRACTOR shall have a continuing obligation to review the applicability of its "exception status" from the Jury Service Program, and CONTRACTOR shall immediately notify COUNTY if CONTRACTOR at any time either comes within the Jury Service Program's definition of "CONTRACTOR" or if CONTRACTOR no longer qualifies for an exception to the Program. In either event, CONTRACTOR shall immediately implement a written policy consistent with the Jury Service Program. The COUNTY may also require, at any time during the Contract and at its sole discretion, that CONTRACTOR demonstrate to the COUNTY's satisfaction that CONTRACTOR either continues to remain outside of the Jury Service Program's definition of "CONTRACTOR" and/or that CONTRACTOR continues to qualify for an exception to the Program.
4. CONTRACTOR's violation of this Section of the Contract may constitute a material breach of the Contract. In the event of such material breach, COUNTY may, in its sole discretion, terminate the Contract and/or bar CONTRACTOR from the award of future COUNTY Contracts for a period of time consistent with the seriousness of the breach.

12.0 Compliance with Laws

The CONTRACTOR agrees to comply with all applicable federal, State and local laws, rules, regulations, ordinances, and directives, and all provisions required thereby to be included herein, are hereby incorporated by this reference. These shall include, but are not limited to:

1. *California Welfare & Institutions Code (W&IC)*

2. *California Department of Social Services (CDSS) Manual of Policies and Procedures*
3. *California Department of Social Services Regulations*
4. *Social Security Act*
5. State Energy and Efficiency Plan (*Title 24, California Administrative Code*)
6. Clean Air Act (*Section 306, 42USC 1857 (h)*)
7. Clean Water Act (*Section 508, 33USC 1368*)
8. Executive Order 11738 and Environmental Protection Agency Regulations (*40 CFR Part 15*)
9. Equal Employment Opportunity (EEO) [*Executive Order 11246 Amended by Executive Order 11375 and supplemented in Department of Labor Regulations, 41 CFR, Part 60*]
10. Injury and Illness Prevention Program (IIPP) (Section 3203 of Title 8 in the California Code of Regulations)
11. Los Angeles County Code

The CONTRACTOR shall maintain all licenses required to perform the Contract. The CONTRACTOR shall indemnify and hold the COUNTY harmless from any loss, damage or liability resulting from a violation, intentional or unintentional, on the part of the CONTRACTOR of such laws, rules, regulations, ordinances, directives, provisions, licenses, and permits, including but not limited to those concerning nepotism, employment eligibility, living wage, civil rights, conflict of interest, wages and hours, and nondiscrimination.

13.0 Compliance With Living Wage Program

This Contract is subject to the provisions of the COUNTY's ordinance entitled Living Wage Program ("Program") as codified in Chapters 2.201.010 through 2.201.100 of the Los Angeles County Code, a copy of which is attached hereto as Attachment K and incorporated by reference into and made a part of the Contract.

13.1 Payment of Living Wage Rates

13.1.1 Unless CONTRACTOR has demonstrated to the COUNTY's satisfaction either that CONTRACTOR is not an "Employer" as defined under the Program (Chapter 2.201.020 of the Los Angeles County Code) or that CONTRACTOR qualifies for an exception to the Program (Chapter 2.201.090 of the Los Angeles County Code), CONTRACTOR shall pay its Employees no less than the applicable hourly living wage rate, as set forth immediately below, for the Employees' services provided to the COUNTY under the Contract:

- a. Not less than \$9.46 per hour if, in addition to the per-hour wage, CONTRACTOR contributes less than \$1.14 per hour towards the provision of bona fide health care benefits for its employees and any dependents; or
- b. Not less than \$8.32 per hour if, in addition to the per-hour wage, CONTRACTOR contributes at least \$1.14 per hour towards the provision of bona fide health care benefits for its employees and any dependents. CONTRACTOR will be deemed to have contributed \$1.14 per hour towards the provision of bona fide health care benefits if the benefits are provided through the County Department of Health Services Community Health Plan. If, at any time during the Contract, CONTRACTOR contributes less than \$1.14 per hour towards the provision of bona fide health care benefits, CONTRACTOR shall be required to pay its employees the higher hourly living wage rate.

13.1.2 For purposes of this Section, "CONTRACTOR" includes any subcontractor engaged by CONTRACTOR to perform services for the COUNTY under the Contract. If CONTRACTOR uses any subcontractor to perform services for the COUNTY under the Contract, the subcontractor shall be subject to the provisions of this Section. The provisions of this Section shall be inserted into any such subcontract agreement and a copy of the Program shall be attached to the Contract.

“Employee” means any individual who is an employee of CONTRACTOR under the laws of California, and who is providing full-time services to CONTRACTOR, some or all of which are provided to the COUNTY under the Contract.

“Full-time” means a minimum of 40 hours worked per week, or a lesser number of hours, if the lesser number is a recognized industry standard and is approved as such by the COUNTY; however, fewer than 35 hours worked per week will not, in any event, be considered full-time.

13.1.3 If CONTRACTOR is required to pay a living wage when the Contract commences, CONTRACTOR shall continue to pay a living wage for the entire term of the Contract, including any option period.

13.1.4 If CONTRACTOR is not required to pay a living wage when the Contract commences, CONTRACTOR shall have a continuing obligation to review the applicability of its “exemption status” from the living wage requirement, and CONTRACTOR shall immediately notify COUNTY if CONTRACTOR at any time either comes within the Program’s definition of “Employer” or if CONTRACTOR no longer qualifies for an exception to the Program. In either event, CONTRACTOR shall immediately be required to commence paying the living wage and shall be obligated to pay the living wage for the remaining term of the Contract, including any option period. The COUNTY may also require, at any time during the Contract and at its sole discretion, that CONTRACTOR demonstrate to the COUNTY’s satisfaction that CONTRACTOR either continues to remain outside of the Program’s definition of “Employer” and/or that CONTRACTOR continues to qualify for an exception to the Program. Unless CONTRACTOR satisfies this requirement within the time frame permitted by the COUNTY, CONTRACTOR shall immediately be required to pay the living wage for the remaining term of the Contract, including any option period.

13.2 CONTRACTOR's Submittal of Certified Monitoring Reports

CONTRACTOR shall submit to the COUNTY certified monitoring reports at a frequency instructed by the COUNTY. The certified monitoring reports shall list all of CONTRACTOR's employees during the reporting period.

The certified monitoring reports shall also verify the number of hours worked, the hourly wage rate paid, and the amount paid by CONTRACTOR for health benefits, if any, for each of its employees. The certified monitoring reports shall also state the name and identification number of CONTRACTOR's current health care benefits plan, and CONTRACTOR's portion of the premiums paid as well as the portion paid by each employee. All certified monitoring reports shall be submitted on forms provided by the COUNTY, or any other form approved by the COUNTY which contains the above information. The COUNTY reserves the right to request any additional information it may deem necessary. If the COUNTY requests additional information, CONTRACTOR shall promptly provide such information. CONTRACTOR, through one of its officers, shall certify under penalty of perjury that the information contained in each certified monitoring report is true and accurate.

13.3 CONTRACTOR 's Ongoing Obligation to Report Labor Law/Payroll Violations and Claims

During the term of the Contract, if the CONTRACTOR becomes aware of any labor law/payroll violation or any complaint, investigation or proceeding ("claim") concerning any alleged labor law/payroll violation (including but not limited to any violation or claim pertaining to wages, hours and working conditions such as minimum wage, prevailing wage, living wage, the Fair Labor Standards Act, employment of minors, or unlawful employment discrimination), the CONTRACTOR shall immediately inform the COUNTY of any pertinent facts known by the CONTRACTOR regarding same. This disclosure obligation is not limited to any labor law/payroll violation or claim arising out of the CONTRACTOR's Contract with the COUNTY, but instead applies to any labor law/payroll violation or claim arising out of any of the CONTRACTOR's operations in California.

13.4 COUNTY Auditing of CONTRACTOR Records

Upon a minimum of 24 hours' written notice, the COUNTY may audit, at CONTRACTOR's place of business, any of CONTRACTOR's records pertaining to the Contract, including all documents and information relating to the certified monitoring reports.

CONTRACTOR is required to maintain all such records in California until the expiration of four years from the date of final payment under the Contract. Authorized agents of the COUNTY shall have access to all such records during normal business hours for the entire period that records are to be maintained.

13.5 Notifications to Employees

CONTRACTOR shall place COUNTY-provided living wage posters at each of CONTRACTOR's places of business and locations where CONTRACTOR's employees are working. CONTRACTOR shall also distribute COUNTY-provided notices to each of its employees at least once per year. CONTRACTOR shall translate posters and handouts into Spanish and any other language spoken by a significant number of employees.

13.6 Enforcement and Remedies

If CONTRACTOR fails to comply with the requirements of this Section, the COUNTY shall have the rights and remedies described in this Section in addition to any rights and remedies provided by law or equity.

13.6.1 Remedies For Submission of Late or Incomplete Certified Monitoring Reports. If CONTRACTOR submits a certified monitoring report to the COUNTY after the date it is due or if the report submitted does not contain all of the required information or is inaccurate or is not properly certified, any such deficiency shall constitute a breach of the Contract. In the event of any such breach, the COUNTY may, in its sole discretion, exercise any or all of the following rights/remedies:

- a. Withholding of Payment If CONTRACTOR fails to submit accurate, complete, timely, and properly certified monitoring reports, the COUNTY may withhold from payment to CONTRACTOR up to the full amount of any invoice that would otherwise be due, until CONTRACTOR has satisfied the concerns of the COUNTY, which may include required submittal of revised certified monitoring reports or additional supporting documentation.
- b. Liquidated Damages It is mutually understood and agreed that CONTRACTOR's failure to submit an accurate, complete, timely, and properly certified monitoring report will result in damages being sustained by the COUNTY. It is also understood and agreed that the nature and amount of the damages will be extremely difficult and impractical to fix; that the liquidated damages set forth herein are the nearest and most exact measure of damages for such breach that can be fixed at this time; and that the liquidated damages are not intended as a penalty or forfeiture for CONTRACTOR's breach.

Therefore, in the event that a certified monitoring report is deficient, including but not limited to being late, inaccurate, incomplete, or uncertified, it is agreed that the COUNTY may, in its sole discretion, assess against CONTRACTOR liquidated damages in the amount of \$100 per monitoring report for each day until the COUNTY has been provided with a properly prepared, accurate, complete, and certified monitoring report. The COUNTY may deduct any assessed liquidated damages from any payments otherwise due CONTRACTOR.

- c. Termination CONTRACTOR's failure to submit an accurate, complete, timely, and properly certified monitoring report may constitute a material breach of the

Contract. In the event of such material breach, COUNTY may, in its sole discretion, terminate the Contract.

13.6.2 Remedies for Payment of Less Than the Required Living Wage

If CONTRACTOR fails to pay any employee at least the applicable hourly living wage rate, such deficiency shall constitute a breach of the Contract. In the event of any such breach, the COUNTY may, in its sole discretion, exercise any or all of the following rights/remedies:

- a. Withholding Payment If CONTRACTOR fails to pay one or more of its employees at least the applicable hourly living wage rate, the COUNTY may withhold from any payment otherwise due CONTRACTOR the aggregate difference between the living wage amounts CONTRACTOR was required to pay its employees for a given pay period and the amount actually paid to the employees for that pay period. The COUNTY may withhold said amount until CONTRACTOR has satisfied the COUNTY that any underpayment has been cured, which may include required submittal of revised certified monitoring reports or additional supporting documentation.

- b. Liquidated Damages It is mutually understood and agreed that CONTRACTOR's failure to pay any of its Employees at least the applicable hourly living wage rate will result in damages being sustained by the COUNTY. It is also understood and agreed that the nature and amount of the damages will be extremely difficult and impractical to fix; that the liquidated damages set forth herein are the nearest and most exact measure of damages for such breach that can be fixed at this time; and that the liquidated damages are not intended as a penalty or forfeiture for CONTRACTOR's breach. Therefore, it is agreed that the COUNTY may, in its sole discretion, assess against CONTRACTOR liquidated damages of

\$50 per employee per day for each and every instance of an underpayment to an employee.

The COUNTY may deduct any assessed liquidated damages from any payments otherwise due CONTRACTOR.

- c. Termination CONTRACTOR's failure to pay any of its employees the applicable hourly living wage rate may constitute a material breach of the Contract. In the event of such material breach, COUNTY may, in its sole discretion, terminate the Contract.

13.6.3 Debarment In the event CONTRACTOR breaches a requirement of this Section, the COUNTY may, in its sole discretion, bar CONTRACTOR from the award of future COUNTY contracts for a period of time consistent with the seriousness of the breach, not to exceed three years.

13.7 Use of Full-Time Employees

CONTRACTOR shall assign and use full-time employees of CONTRACTOR to provide services under the Contract unless CONTRACTOR can demonstrate to the satisfaction of the COUNTY that it is necessary to use non-full-time employees based on staffing efficiency or COUNTY requirements for the work to be performed under the Contract. It is understood and agreed that CONTRACTOR shall not, under any circumstance, use non-full-time employees for services provided under the Contract unless and until the COUNTY has provided written authorization for the use of non-full-time employees. The COUNTY shall not unreasonably withhold authorization for the CONTRACTOR to use non-full-time employees, where necessary. If the CONTRACTOR changes its full-time employee-staffing plan, CONTRACTOR shall immediately provide a copy of the new staffing plan to the COUNTY.

13.8 CONTRACTOR Retaliation Prohibited

CONTRACTOR and/or its employees shall not take any adverse action which would result in the loss of any benefit of employment, any Contract benefit, or any statutory benefit for any employee, person or entity who has reported a violation of the Program to the COUNTY or to any other public or private agency, entity, or person. A violation of the provisions of this paragraph may constitute a material breach of the Contract. In the event of such material breach, COUNTY may, at its sole discretion, terminate the Contract.

13.9 CONTRACTOR Standards

During the term of the Contract, CONTRACTOR shall maintain business stability, integrity in employee relations and the financial ability to pay a living wage to its employees. If requested to do so by the COUNTY, CONTRACTOR shall demonstrate to the satisfaction of the COUNTY that CONTRACTOR is complying with this requirement.

13.10 Employee Retention Rights

13.10.1 CONTRACTOR shall offer employment to all retention employees who are qualified for such jobs. A “retention employee” is an individual:

- a. Who is not an exempt employee under the minimum wage and maximum hour exemptions defined in the Federal Fair Labor Standards Act; and
- b. Who has been employed by a CONTRACTOR under a predecessor Proposition A contract or a predecessor cafeteria services contract with the COUNTY for at least six months prior to the date of this new Contract, which predecessor contract was terminated by the COUNTY prior to its expiration; and
- c. Who is or will be terminated from his or her employment as a result of the COUNTY entering into this new Contract.

13.10.2 CONTRACTOR is not required to hire a retention employee who:

- a. Has been convicted of a crime related to the job or his/her job performance; or
- b. Fails to meet any other COUNTY requirement for employees of a CONTRACTOR.

13.10.3 CONTRACTOR shall not terminate a retention employee for the first 90 days of employment under the Contract, except for cause. Thereafter, CONTRACTOR may retain a retention employee on the same terms and conditions as CONTRACTOR's other employees.

13.11 Neutrality in Labor Relations

CONTRACTOR shall not use any consideration received under the Contract to hinder, or to further, organization of, or collective bargaining activities by or on behalf of CONTRACTOR's employees, except that this restriction shall not apply to any expenditure made in the course of good faith collective bargaining, or to any expenditure pursuant to obligations incurred under a bona fide collective bargaining agreement, or which would otherwise be permitted under the provisions of the National Labor Relations Act.

14.0 Compliance With Wage and Hour Laws/Fair Labor Standards Act

The CONTRACTOR shall comply with all wage and hour laws and all applicable provisions of the Federal *Fair Labor Standards Act*, and shall indemnify, defend, and hold harmless the COUNTY, its agents, officers and employees from any and all liability including, but not limited to, wages, overtime pay, liquidated damages, penalties, court costs, and attorney's fees arising under any wage and hour law including, but not limited to, the *Federal Fair Labor Standards Act* for services performed by the CONTRACTOR's employees for which the COUNTY may be found jointly or solely liable.

15.0 Confidentiality

The CONTRACTOR shall maintain the confidentiality of all records obtained from the COUNTY under the Contract in accordance with all applicable federal, State, and local laws, ordinances, regulations, and directives relating to confidentiality. The CONTRACTOR shall inform all of its officers, employees, agents, and subcontractors

providing services hereunder, of the confidentiality provisions of the Contract. The CONTRACTOR shall cause each employee performing services covered by the Contract to sign and adhere to the "CONTRACTOR Employee Acknowledgment and Confidentiality Contract," Attachment F.

By State law, including without limitation (*W&I C, Section 10850 et seq. and 17006*), all of the case records, computer records, and information pertaining to individuals receiving aid are confidential and no information related to any individual case or cases is to be in any way relayed to anyone except those employees of the Los Angeles County DPSS so designated without written authorization from DPSS.

16.0 Conflict of Interest/Contract Prohibited

16.1 The CONTRACTOR represents and warrants that no COUNTY employee whose position in the COUNTY enables him/her to influence the award of the Contract, or any competing Contract, and no spouse or economic dependent of such employee, is or shall be employed in any capacity by the CONTRACTOR herein, or does or shall have any direct or indirect financial interest in the Contract.

The CONTRACTOR represents and warrants that it is aware of, and its authorized officers have read, the provisions of *Los Angeles County Code, Chapter 2.180,010*; "Certain Contracts Prohibited," and that execution of the Contract will not violate those provisions. The CONTRACTOR must sign and adhere to the "Invitation for Bids/Request for Proposals Grounds for Rejection," Attachment C.

The CONTRACTOR represents and warrants they did not, as an individual or firm or subsidiary of a firm, under Contract, assist the COUNTY in the development and preparation of the Request for Proposals for the Contract. No CONTRACTOR employee shall have access to his/her public assistance records or the records of any friend, relative, business relation, personal acquaintance, tenant, or any individual whose relationship could reasonably sway or appear to sway their conduct or performance on the job. Access includes, but is not limited to, determining eligibility for public assistance, transmitting computer data and physical possession of financial documents.

- 16.2** The CONTRACTOR shall comply with all conflict of interest laws, ordinances, and regulations now in effect or hereafter to be enacted during the term of this Contract. The CONTRACTOR warrants that it is not now aware of any facts that create a conflict of interest.

If the CONTRACTOR hereafter becomes aware of any facts that might reasonably be expected to create a conflict of interest, it shall immediately make full written disclosure of such facts to the COUNTY. Full written disclosure shall include, but is not limited to, identification of all persons implicated and a complete description of all relevant circumstances. Failure to comply with the provisions of this Subsection 5.16 shall be a material breach of this Contract.

17.0 Consideration of Hiring COUNTY Employees Targeted for Layoff

Should the CONTRACTOR require additional or replacement personnel after the effective date of the Contract to perform the services set forth herein, the CONTRACTOR shall give first consideration for such employment openings to qualified, permanent COUNTY employees who are targeted for layoff or qualified, former COUNTY employees who are on a re-employment list during the life of this Contract.

18.0 Consideration of Hiring GAIN or GROW Participants for Employment

- 18.1** Should the CONTRACTOR require additional or replacement personnel after the effective date of this Contract, the CONTRACTOR shall give consideration for any such employment openings to participants in the COUNTY's DPSS GAIN Program or GROW Program who meet the CONTRACTOR's minimum qualifications for the open position. The COUNTY will refer GAIN/GROW participants, by job category, to the CONTRACTOR.

Note: *In the event that both laid-off COUNTY employees and GAIN/GROW participants are available for hiring, COUNTY employees shall be given first priority.*

19.0 CONTRACTOR Payment

Payment to CONTRACTOR will be made in arrears on a monthly basis, at the rate specified in the Contract for services performed, provided that CONTRACTOR is not in default under any provision of the Contract and has submitted a complete and accurate statement of payment due with documentation attached supporting the statement of payment due.

- 19.1** The COUNTY shall pay the CONTRACTOR for SSI appeals services provided under the Contract at the rate agreed upon in this Contract including any offset authorized by the Contract or otherwise authorized by law.
- 19.2** The COUNTY shall assess monetary penalties and bonuses based on the standards listed for the percentage of SSI awards resulting from the total number of SSI appeals listed in the Performance Requirements Summary Chart and Compliance Measurement Indicators Chart.
- 19.3** THE CONTRACTOR must comply and implement an invoicing process that is compatible with the COUNTY's invoicing system. A sample copy of an invoice that is compatible with the COUNTY's invoicing system is located in Attachment A: Technical Exhibit 2.5 A.
- 19.4** The CONTRACTOR shall prepare and submit monthly invoices each in an original and one copy, to the CCA within 15 calendar days after the end of the month in which services were provided or payments may be delayed.
- 19.5** Upon the COUNTY's review and approval of an invoice, the COUNTY shall authorize payment and process the approved invoices for payment. The COUNTY shall adjust CONTRACTOR's future invoice amounts for any liquidated damages or other offset authorized by the Contract not deducted from any payment made by CONTRACTOR to COUNTY. COUNTY shall make a reasonable effort to effect payment to CONTRACTOR within 30 calendar days after receipt of an invoice which is accurate as to form and content.
- 19.6** The COUNTY may delay the last payment due (plus the previous full month payment due if the last payment due is for less than a full month) hereunder until six months after the expiration of the Contract.

The CONTRACTOR shall be liable for payment within 30 days written notice after any liquidated damages or other offset authorized by the Contract not deducted from any payment made by COUNTY to CONTRACTOR.

- 19.7** Prior to receiving final payment hereunder, the CONTRACTOR shall submit a signed written release discharging COUNTY, its officers and employees, from all liabilities, obligations, and claims arising out of or under the Contract, except for any claims specifically described in detail in such release.

20.0 CONTRACTOR Responsibility and Debarment

A responsible CONTRACTOR is a CONTRACTOR who has demonstrated the attribute of trustworthiness, as well as quality, fitness, capacity and experience to satisfactorily perform according to the Contract. It is COUNTY's policy to conduct business only with responsible CONTRACTORS.

- 20.1** The CONTRACTOR is hereby notified that, in accordance with Chapter 2.202 of the Los Angeles County Code, if COUNTY acquires information concerning the performance of CONTRACTOR on this or other Contracts which indicates that CONTRACTOR is not responsible, COUNTY may, in addition to other remedies provided in the Contract, debar CONTRACTOR from bidding on COUNTY Contracts for a specified period of time not to exceed three years, and terminate any or all existing Contracts the CONTRACTOR may have with the COUNTY.

- 20.2** The COUNTY may debar a CONTRACTOR if the Board of Supervisors finds, in its discretion, that the CONTRACTOR has done any of the following: violated any term of a Contract with the COUNTY; committed any act or omission which negatively reflects the CONTRACTOR's quality, fitness, or capacity to perform a Contract with the COUNTY or any other public entity, or engaged in a pattern of practice which negatively reflects on same; committed an act or offense which indicates a lack of business integrity or business honesty; or made or submitted a false claim against the COUNTY or other public entity.

- 20.3** If there is evidence that the CONTRACTOR may be subject to debarment, DPSS will notify the CONTRACTOR in writing of the evidence, which is the basis for the proposed debarment, and will advise the CONTRACTOR of the

scheduled date for a debarment hearing before the CONTRACTOR Hearing Board.

20.4 The CONTRACTOR Hearing Board will conduct a hearing where evidence on the proposed debarment is presented. The CONTRACTOR and/or the CONTRACTOR's representative shall be given an opportunity to submit evidence at that hearing. After the hearing, the CONTRACTOR Hearing Board shall prepare a proposed decision, which shall contain a recommendation regarding whether CONTRACTOR should be debarred, and, if so, the appropriate length of time of the debarment. If CONTRACTOR fails to avail itself of the opportunity to submit evidence to the CONTRACTOR Hearing Board, CONTRACTOR may be deemed to have waived all rights of appeal.

20.5 A record of the hearing, the proposed decision, and any other recommendation of the CONTRACTOR Hearing Board shall be presented to the Board of Supervisors. The Board of Supervisors shall have the right to modify, deny, or adopt the proposed decision and recommendation of the Hearing Board.

20.6 These terms shall also apply to subcontractors.

21.0 CONTRACTOR's Acknowledgment of COUNTY's Commitment to Child Support Enforcement

CONTRACTOR acknowledges that COUNTY places a high priority on the enforcement of child support laws and the apprehension of child support evaders. CONTRACTOR understands that it is COUNTY's policy to encourage all COUNTY CONTRACTORs to voluntarily post COUNTY's *L.A.'s Most Wanted: Delinquent Parents* poster in a prominent position at CONTRACTOR's place of business. COUNTY's Child Support Services Department will supply CONTRACTOR with the poster to be used.

22.0 CONTRACTOR's Acknowledgment of COUNTY'S Commitment to the Safely Surrendered Baby Law

The CONTRACTOR acknowledges that the COUNTY places a high priority on the implementation of the Safely Surrendered Baby Law. The CONTRACTOR understands that it is the COUNTY's policy to encourage all COUNTY CONTRACTORs to voluntarily post the COUNTY's "Safely Surrendered Baby Law" poster in a prominent position at the CONTRACTOR's place of business. The CONTRACTOR will also encourage its subcontractors, if any, to post this poster in a

prominent position in the subcontractor's place of business. The County's Department of Children and Family Services will supply the CONTRACTOR with the poster to be used.

23.0 CONTRACTOR's Employees

23.1 The CONTRACTOR is responsible for providing the personnel assigned to perform services under the Contract. All personnel assigned by the CONTRACTOR to perform these services shall at all times be employees of the CONTRACTOR, and the CONTRACTOR shall have the sole right to hire, suspend, discipline, or discharge CONTRACTOR's personnel.

While providing services to DPSS under this Contract, the CONTRACTOR's employees shall report to the COUNTY for all work-related activities and abide by the rules and regulations of the COUNTY facility where the employee is assigned. However, any employee of the CONTRACTOR who, in the opinion of DPSS is unsatisfactory (e.g., has committed an act of fraud, sexual harassment, etc.) shall be removed from the performance of requested services immediately upon the written or oral request of the CCA.

23.2 The CONTRACTOR will be solely responsible for providing, to its employees, all legally required employee benefits and the COUNTY shall not be called upon to assume any liability for the direct payment of any salaries, wages, or other compensation to any employees provided by the CONTRACTOR. Payment for services rendered shall be made upon approval of invoices submitted, subject to auditing requirements of the Auditor-Controller.

23.3 The personnel provided by the CONTRACTOR shall be, at a minimum:

- a. Accustomed to a complex, fast-paced, confidential, and high-pressured work environment.
- b. Able to fluently read, write, speak, and understand English.
- c. Willing, if they are bilingual, to utilize bilingual skills, when requested or necessary.
- d. Able to communicate effectively using good judgment and diplomacy.

- e. Required to present him/herself in a neat, businesslike appearance, and behave in a professional manner.
- f. Able to handle sensitive materials and perform confidential duties.
- g. Able to satisfy a background check.

24.0 CONTRACTOR's Warranty of Adherence to COUNTY's Child Support Compliance Program

CONTRACTOR acknowledges that COUNTY has established a goal of ensuring that all individuals who benefit financially from the COUNTY through the Contract are in compliance with their court-ordered child, family, and spousal support obligations in order to mitigate the economic burden otherwise imposed upon COUNTY and its taxpayers. As required by COUNTY's Child Support Compliance Program (Los Angeles County Chapter 2.200) and without limiting CONTRACTOR's duty under this Contract to comply with all applicable provisions of law, CONTRACTOR warrants that it is now in compliance and shall, during the term of this Contract, maintain compliance with employment and wage reporting requirements as required by the Federal Social Security Act (42 USC Section 653a) and California Unemployment Insurance Code Section 1088.5, and shall implement all lawfully served Wage and Earnings Withholding Orders or Child Support Services Notices of Wage and Earnings Assignment for Child or Spousal Support, pursuant to Code of Civil Procedure Section 706.031 and Family Code Section 5246(b).

25.0 COUNTY Lobbyists

CONTRACTOR and each COUNTY lobbyist or COUNTY lobbying firm as defined in Los Angeles County Code Chapter 2.160.010, retained by CONTRACTOR, shall fully comply with the COUNTY Lobbyist Ordinance, Los Angeles County Chapter 2.160. Failure on the part of CONTRACTOR or any COUNTY Lobbyist or COUNTY lobbying firm retained by CONTRACTOR to fully comply with the COUNTY Lobbyist Ordinance shall constitute a material breach of this Contract upon which COUNTY may immediately terminate or suspend this Contract.

26.0 COUNTY's Quality Assurance Plan

The COUNTY or its agent will evaluate CONTRACTOR's performance under this Contract on not less than an annual basis. Such evaluation will include assessing CONTRACTOR's compliance with all Contract terms and performance standards.

CONTRACTOR deficiencies that COUNTY determines are severe or continuing and that may place performance of the Contract in jeopardy, if not corrected, will be reported to the Board of Supervisors. The report will include improvement/corrective action measures taken by the COUNTY and CONTRACTOR. If improvement does not occur consistent with the corrective action measures, COUNTY may terminate this Contract or impose other penalties as specified in this Contract.

27.0 Covenant Against Fees

The CONTRACTOR warrants and represents that no person or a selling agency has been employed or retained to solicit or secure this Contract upon a Contract or understanding for a commission, percentage, brokerage, or contingent fee, excepting bona fide employees or bona fide established commercial or selling agencies maintained or employed by the CONTRACTOR for the purpose of securing business. For breach or violation of this warranty, the COUNTY shall have the right to terminate this Contract and recover the full amount of such commission, percentage, brokerage, or contingent fee.

28.0 Disputes

Any disputes between the COUNTY and the CONTRACTOR regarding the performance of services reflected in this Contract shall be brought to the attention of the CCA. If the CCA is not able to resolve the dispute, it shall be resolved by the COUNTY DPSS Director or his/her designee, and the Director's or his/her designee's decision shall be final.

29.0 Disclosure of Information

The CONTRACTOR shall not disclose any details in connection with this Contract to any party, except as may be otherwise provided herein or required by law. However, in recognizing the CONTRACTOR's need to identify its services and related clients to sustain itself, COUNTY will not inhibit the CONTRACTOR from publicizing its role under the Contract within the following conditions:

29.1 The CONTRACTOR shall develop all publicity material in a professional manner.

29.2 During the course of performance on this Contract, the CONTRACTOR, its employees, agents, and subcontractors shall not publish or disseminate commercial advertisements, press releases, opinions or feature articles, or

other materials, using the name of the COUNTY without the prior written consent of the Director. In no event shall the CONTRACTOR use any material that identifies any individual by name or picture as an applicant for or participant of services provided by DPSS.

- 29.3** The CONTRACTOR may, without prior written permission of the COUNTY, indicate in its proposals and sales materials that it has been awarded a Contract to provide SSI representation services, provided, however, that the requirements of this Section 29.0 shall apply.

30.0 Employee Safety

The CONTRACTOR will assure that the CONTRACTOR's employees:

- 30.1** Are covered by an effective Injury and Illness Prevention Program.

- 30.2** Receive all required general and specific training.

31.0 Employment Eligibility Verification

The CONTRACTOR warrants that it fully complies with all statutes and regulations regarding the employment eligibility of aliens and others, and that all persons performing services under this Contract are eligible for employment in the United States. The CONTRACTOR represents that it has secured and retained all required documentation verifying employment eligibility of its personnel. The CONTRACTOR shall secure and retain verification of employment eligibility from any new personnel in accordance with the applicable provisions of law.

The CONTRACTOR shall indemnify, defend, and hold the COUNTY harmless from any employer sanctions or other liability that may be assessed against the COUNTY or the CONTRACTOR by reason of CONTRACTOR's failure to comply with the foregoing.

32.0 Fiscal Accountability

The CONTRACTOR shall be required to adhere to strict fiscal and accounting standards and must comply with the Cost Principles of the Office of Management and Budget (OMB) Circular A-122 for Non-Profit Organizations, OMB Circular A-102 for Grants and Cooperative Contracts with State and Local Government agencies, OMB Circular A-133 for Audits of States, Local Governments and Non-Profit Organizations,

and OMB Circular A-110 for Uniform Administrative Requirements for Grants and Contracts with Institutions of Higher Education, Hospitals, and other Non-Profit Organizations. For-Profit Organizations shall apply the cost principles established in 48 CFR, Part 31, and Subpart 31.2 as applicable.

33.0 Force Majeure

In the event that performance by either party is rendered impossible (permanently or temporarily) by governmental restrictions, regulation or controls, or other causes beyond the reasonable control of such party, said event shall excuse performance by such party, or in the case of temporary impossibility, shall excuse performance only for a period commensurate with the period of impossibility.

Notwithstanding the foregoing, the COUNTY shall have the right to terminate this Contract upon any event which renders performance impossible. In such case, COUNTY shall be responsible for payment of all expenses incurred to the point at which this Contract is terminated.

34.0 Governing Law and Venue

This Contract shall be governed by, construed in accordance with, and governed by the laws of the State of California. Any reference to a specific statute, regulation, or other law is deemed to include a reference to any amendment thereto as of the effective date of such amendment; further, this Contract shall be interpreted, and the parties' duties and obligations under this Contract shall be consistent with, any amendment to any applicable statute, regulation, or any other law which occurs after the effective date of this Contract.

CONTRACTOR agrees and consents to the exclusive jurisdiction of the courts of the State of California for all purposes regarding this Contract and further agrees and consents that venue of any action brought hereunder shall be exclusively in the County of Los Angeles, California, Central Civil Division.

35.0 Government Observations

Federal, State, County, and/or research personnel, in addition to departmental Contracting staff, may observe performance, activities, or review documents required under this Contract at any time during normal working hours. However, these personnel may not unreasonably interfere with the CONTRACTOR's performance.

36.0 Indemnification

CONTRACTOR shall indemnify, defend, and hold harmless COUNTY, and its Special Districts, elected and appointed officers, employees, and agents from and against any and all liability, including but not limited to demands, claims, actions, fees, costs, and expenses (including attorney and expert witness fees) arising from or connected with CONTRACTOR's acts and/or omissions arising from and/or relating to this Contract.

37.0 Independent CONTRACTOR Status

37.1 This Contract is by and between the COUNTY and the CONTRACTOR and is not intended and shall not be construed to create a relationship of agent, servant, employee, partnership, joint venture, or association as between the COUNTY and the CONTRACTOR. The employees and agents of one party shall not be, or be construed to be, the employees or agents of the other party for any purpose whatsoever.

37.2 The CONTRACTOR shall be solely liable and responsible for providing to, or on behalf of, all persons performing work pursuant to this Contract all compensation and benefits. The COUNTY shall have no liability or responsibility for the payment of any salaries, wages, unemployment benefits, disability benefits, federal, State or local taxes, or other compensation, benefits or taxes for any personnel provided by or on behalf of the CONTRACTOR.

37.3 The CONTRACTOR understands and agrees that all persons performing work pursuant to this Contract are, for purposes of Workers' Compensation liability, solely employees of the CONTRACTOR and not employees of the COUNTY. The CONTRACTOR shall be solely responsible for furnishing any and all Workers' Compensation benefits to any person as a result of any injuries arising from or connected with any work performed by or on behalf of the CONTRACTOR pursuant to this Contract.

38.0 Insurance Requirements

Without limiting the CONTRACTOR's indemnification of the COUNTY and during the term of this Contract, the CONTRACTOR shall provide and maintain, and shall require all of its subcontractors to maintain, the following programs of insurance specified in this Contract. Such insurance shall be primary to and not contributing with any other insurance or self-insurance programs maintained by COUNTY, and such coverage

shall be provided and maintained at CONTRACTOR's own expense throughout the term of the Cocontract.

38.1 Evidence of Insurance

Certificates or other evidence of coverage satisfactory to COUNTY shall be delivered to:

**Department of Public Social Services
Judith Lillard, Program Director
GR & CAPI Programs Section
12820 Crossroads Parkway South
City of Industry, CA 91746-3411,**

prior to commencing services under this Contract. Such certificates or other evidence shall:

- a. Specifically identify this Contract.
- b. Clearly evidence all coverage required in this Contract.
- c. Contain the express condition that COUNTY is to be given written notice by mail at least 30 days in advance of cancellation for all policies evidenced on the certificate of insurance.
- d. Include copies of the additional insured endorsement to the commercial general liability policy, adding the County of Los Angeles, its Special Districts, its officials, officers, and employees as insured for all activities arising from this Contract. Identify any deductibles or self-insured retentions for COUNTY's approval.
- e. COUNTY retains the right to require CONTRACTOR to reduce or eliminate such deductibles or self-insured retentions as they apply to COUNTY, or require CONTRACTOR to provide a bond guaranteeing payment of all such retained loss related costs, including, but not limited to expenses or fees or both, related investigations, claims administrations and legal defense. Such bond shall be executed by a corporate surety licensed to transact business in the State of California.

38.2 Insurer Financial Ratings

Insurance is to be provided by an insurance company acceptable to the COUNTY with an A.M. Best rating of not less than A:VII, unless otherwise approved by COUNTY.

38.3 Failure to Maintain Coverage

Failure by CONTRACTOR to maintain the required insurance, or to provide evidence of insurance coverage acceptable to COUNTY, shall constitute a material breach of the Contract upon which COUNTY may immediately terminate or suspend this Contract. COUNTY, at its sole option, may obtain damages from CONTRACTOR resulting from said breach. Alternatively, COUNTY may purchase such required insurance coverage and without further notice to CONTRACTOR, COUNTY may deduct from sums due to CONTRACTOR any premium costs advanced by COUNTY for such insurance.

38.4 Notification of Incidents, Claims or Suits

CONTRACTOR shall report to COUNTY:

- a. Any accident or incident relating to services performed under this Contract which involves injury or property damage which may result in the filing of a claim or lawsuit against CONTRACTOR and/or COUNTY. Such report shall be made in writing within 24 hours of occurrence.
- b. Any third party claim or lawsuit filed against CONTRACTOR arising from or related to services performed by CONTRACTOR under this Contract.
- c. Any injury to a CONTRACTOR employee, which occurs on COUNTY property. This report shall be submitted on a COUNTY "Non-employee Injury Report" to the COUNTY Contract Manager.
- d. Any loss, disappearance, destruction, misuse, or theft of any kind whatsoever of COUNTY property, monies, or securities entrusted to CONTRACTOR under the terms of this Contract.

38.5 Compensation for COUNTY Costs

In the event that CONTRACTOR fails to comply with any of the indemnification or insurance requirements of this Contract, and such failure to comply results in

any costs to COUNTY, CONTRACTOR shall pay full compensation for all costs incurred by COUNTY.

39.0 Insurance Coverage Requirements

39.1 General Liability

General liability insurance (written on ISO policy form CG 00 01 or its equivalent) with limits of not less than the following:

| | |
|--|-------------|
| General Aggregate: | \$2 million |
| Products/Completed Operations Aggregate: | \$1 million |
| Personal and Advertising Injury: | \$1 million |
| Each occurrence: | \$1 million |

39.2 Automobile Liability

Automobile liability insurance (written on ISO policy form CA 00 01 or its equivalent) with a limit of liability of not less than \$1 million for each accident. Such insurance shall include coverage for all “owned,” “hired,” and “non-owned” vehicles or coverage for “any auto.”

39.3 Workers’ Compensation and Employers’ Liability

Workers’ Compensation and Employers’ Liability insurance providing workers’ compensation benefits, as required by the Labor Code of the State of California or by any other state, and for which CONTRACTOR is responsible. If CONTRACTOR's employees will be engaged in maritime employment, coverage shall provide workers’ compensation benefits as required by the U.S. Longshore and Harbor Workers’ Compensation Act, Jones Act, or any other federal law for which CONTRACTOR is responsible.

In all cases, the above insurance also shall include Employers’ Liability coverage with limits of not less than the following:

| | |
|-------------------------|-------------|
| Each Accident: | \$1 million |
| Disease - Policy Limit: | \$1 million |

Disease - Each Employee: \$1 million

39.4 Professional Liability: Insurance covering liability arising from any error, omission, negligent or wrongful act of the CONTRACTOR, its officers or employees with limits of not less than \$1 million per occurrence and \$2 million aggregate. The coverage also shall provide an extended two-year reporting period commencing upon termination or cancellation of this Contract.

40.0 Liquidated Damages

If the CONTRACTOR breaches the Performance Requirements Summary (PRS) as defined in Attachment A, Technical Exhibit 2.1, the COUNTY will have a claim for the sum specified in the PRS, to be paid by the CONTRACTOR in accordance with the Contract as liquidated damages.

This Section shall not, in any manner, restrict or limit the COUNTY's right to damages for any breach of this Contract, and shall not, in any manner, restrict or limit the COUNTY's right to terminate this Contract as agreed to herein.

41.0 Local Small Business Enterprise Preference Program

This Contract is subject to the provisions of the COUNTY's ordinance entitled Local Small Business Enterprise Preference Program, as codified in Chapter 2.204 of the Los Angeles County Code. CONTRACTOR shall not knowingly and with the intent to defraud, fraudulently obtain, retain, attempt to obtain or retain, or aid another in fraudulently obtaining or retaining, or attempting to obtain certification as a Local Small Business Enterprise. CONTRACTOR shall not willfully and knowingly make a false statement with the intent to defraud, whether by affidavit, report, or other representation, to a COUNTY official or employee for the purpose of influencing the certification or denial of certification of any entity as a Local Small Business Enterprise.

If CONTRACTOR has obtained COUNTY certification as a Local Small Business Enterprise by reason of having furnished incorrect supporting information or by reason of having withheld information, and knew, or should have known, the information furnished was incorrect or the information withheld was relevant to its request for certification, and which by reason of such certification has been awarded this Contract to which it would not otherwise have been entitled, shall:

1. Pay to the COUNTY any difference between the Contract amount and what the COUNTY's costs would have been if the Contract had been properly awarded;

2. In addition to the amount described in paragraph 1 above, be assessed a penalty in an amount of not more than 10 percent of the amount of the Contract; and
3. Be subject to the provisions of Chapter 2.202 of the Los Angeles County Code (Determinations of CONTRACTOR Non-responsibility and CONTRACTOR Debarment).

The above penalties shall also apply if CONTRACTOR is no longer eligible for certification as a result in a change of their status and CONTRACTOR failed to notify the State and the County's Office of Affirmative Action Compliance of this information.

42.0 Most Favored Public Entity

If the CONTRACTOR's prices decline, or should the CONTRACTOR at any time during this Contract, provide the same goods or services under similar quantity and delivery conditions to the State of California or any COUNTY, municipality, or district of the State at prices below those set forth in this Contract, then such lower prices shall be immediately extended to COUNTY under this Contract.

43.0 No Payment for Services Provided Following Expiration/Termination of Contract

Except as provided in Section IV, Contract Payment, CONTRACTOR shall have no claim against COUNTY for payment of any money or reimbursement, of any kind whatsoever, for any service provided by CONTRACTOR after the expiration or other termination of this Contract. Should CONTRACTOR receive any such payment it shall immediately notify COUNTY and shall immediately repay all such funds to COUNTY. Payment by COUNTY for services rendered after expiration/termination of this Contract shall not constitute a waiver of COUNTY's right to recover such payment from CONTRACTOR. This provision shall survive the expiration or other termination of this Contract.

44.0 Nondiscrimination in Employment

The CONTRACTOR shall comply with all laws and regulations as defined in Equal Employment Opportunity (EEO) (*U.S. Executive Order 11246* and amended by *U.S. Executive Order 11375* and Supplemented in *Department of Labor Regulations, 41 CFR, Part 60*). The CONTRACTOR certifies and agrees that all persons employed by it, its affiliates, subsidiaries, or holding companies, are and will be treated equally by it without regard to or because of race, color, national origin, ancestry, religion, sex, marital status, political affiliation, age, or condition of disability, in compliance with all

applicable federal and State anti-discrimination laws and regulations. The CONTRACTOR shall ensure that EEO and State-approved Civil Rights posters, "Equal Under The Law," are posted in all the CONTRACTOR's facilities, where they are easily accessible to the CONTRACTOR's employees.

- 44.1** CONTRACTOR shall take affirmative action to ensure that applicants are employed, and employees are treated equally during employment, without regard to race, color, religion, ancestry, national origin, sex, age, condition of disability, marital status, or political affiliation. Such action shall include, but is not limited to the following: employment, upgrading, demotion, transfer, recruitment or recruitment advertising, layoff or termination, rates of pay or other forms of compensation, and selection for training, including apprenticeship.
- 44.2** CONTRACTOR shall deal with its subcontractors, bidders, or vendors without regard to or because of race, color, religion, ancestry, national origin, sex, age, condition of disability, marital status, or political affiliation.
- 44.3** CONTRACTOR shall allow COUNTY representatives access to its employment records during regular business hours to verify compliance with the provisions of this Section 5.45 when so requested by the COUNTY.
- 44.4** The CONTRACTOR shall not discriminate against any employee, or applicant for employment on the basis of race, color, religion, ancestry, national origin, sex, age, condition of disability, marital status, or political affiliation. Practices in hiring, compensation, benefits, and firing are among the employment practices subject to this requirement.
- 44.5** If the COUNTY finds that any of the above provisions have been violated, the same shall constitute a material breach of Contract upon which the COUNTY may determine to cancel, terminate, or suspend this Contract. While the COUNTY reserves the right to determine independently that the EEO provisions of the Contract have been violated, in addition, a determination by the California Fair Employment Practices Commission or the Federal Equal Employment Opportunity Commission that the CONTRACTOR has violated State or Federal EEO laws or regulations shall constitute a finding by the COUNTY that the CONTRACTOR has violated the EEO provisions of this Contract.

44.6 The parties agree that in the event the CONTRACTOR violates the EEO provisions of this Contract, the COUNTY shall, at its option, be entitled to a sum of five hundred dollars (\$500.00) pursuant to *California Civil Code, Section 1671*, as liquidated damages in lieu of canceling, terminating, or suspending this Contract.

45.0 Notices

45.1 Notice of Delays

When either party has knowledge that any actual or potential situation is delaying or threatens to delay the timely performance of this Contract, that party shall, within five business days, give notice thereof, including all relevant information with respect thereto, to the other party. The other party shall respond within five business days of receipt, clarifying the stated problem(s) or delay(s), or confirming corrective action to the satisfaction of the party that originated the notice.

45.2 Notice of Meetings

The CONTRACTOR shall provide appropriate levels of staff at all meetings requested by the COUNTY. The COUNTY will give five business days prior notice to the CONTRACTOR of the need to attend such meetings.

The CONTRACTOR may verbally request meetings with the COUNTY, as needed, with five business days advance notice. The advance notice requirement may be waived with the mutual consent of both CONTRACTOR and the COUNTY.

45.3 Delivery of Notices

Delivery of notices shall be accomplished by hand-delivery or enclosing the same in a sealed envelope addressed to the party for whom intended and by depositing such envelope with postage prepaid in a U.S. Post Office or substation thereof, or any public mail box.

45.4 Notices to the CONTRACTOR

Any such notice and the envelope containing same shall be addressed to the CONTRACTOR at its place of business.

45.5 Notices to the COUNTY

Notices and envelopes containing same to the COUNTY shall be addressed to:

**Judith Lillard, Program Director
GR & CAPI Programs Section
Department of Public Social Services
12820 Crossroads Parkway South
City of Industry, California 91746-3411**

45.6 Changes of Address

Either party can designate a new address by giving written notice to the other party.

45.7 Termination Notices

In the event of suspension or termination of the Contract, written notices may also be given upon personal delivery to any person whose actual knowledge of such termination would be sufficient notice to the CONTRACTOR.

46.0 Notice To Employees Regarding the Federal Earned Income Credit

CONTRACTOR shall notify its employees, and shall require each subcontractor to notify its employees, that they may be eligible for the federal Earned Income Credit under the federal income tax laws. Such notice shall be provided in accordance with the requirements set forth in Internal Revenue Service Notice 1015 (Reference Attachment M, hereunder).

47.0 Notice To Employees Regarding the Safely Surrendered Baby Law

The CONTRACTOR shall notify and provide to its employees, and shall require each subcontractor to notify and provide to its employees, a fact sheet regarding the Safely Surrendered Baby Law, its implementation in Los Angeles County, and where and how to safely surrender a baby. The fact sheet is set forth in Attachment L and is available on the Internet at <http://www.babysafela.org> for printing purposes.

The CONTRACTOR acknowledges that the COUNTY places a high priority on the implementation of the Safely Surrendered Baby Law. The CONTRACTOR understands that it is the COUNTY's policy to encourage all County CONTRACTORS to voluntarily post the COUNTY's "Safely Surrendered Baby Law" poster in a

prominent position at the CONTRACTOR'S place of business. The CONTRACTOR will also encourage its subcontractors, if any, to post this poster in a prominent position in the subcontractor's place of business. The County's Department of Children and Family Services will supply the CONTRACTOR with the poster to be used.

48.0 Ownership of Data/Equipment

48.1 The COUNTY shall be sole owner of all rights, titles, and interests in any and all materials, software, software documentation, software tools, techniques, plans, reports, data, and information which have been prepared, developed, or maintained by CONTRACTOR pursuant to this Contract.

48.2 COUNTY shall be sole owner of any equipment, including but not limited to, all computer hardware and software purchased under this Contract by CONTRACTOR with COUNTY funds or by COUNTY, which CONTRACTOR will use to fulfill the responsibilities of this Contract.

49.0 Proprietary Rights

All materials, data, and other information of any kind obtained from COUNTY and all materials, data, reports, and other information of any kind developed by CONTRACTOR under this Contract are confidential to and are solely the property of COUNTY. CONTRACTOR shall take all necessary measures to protect the security and confidentiality of all such materials, data, reports, and information.

The provisions of this Paragraph 49.0, shall survive the expiration or other termination of this Contract.

49.1 Recognizing that COUNTY has no way to safeguard trade secrets or proprietary information, CONTRACTOR shall, and does, hereby keep and hold COUNTY harmless from all damages, costs, and expenses by reason of any disclosure by COUNTY of trade secrets and proprietary information. COUNTY shall not require CONTRACTOR to provide any technical information that is proprietary to it, except as is requested by COUNTY to successfully complete the services under the Contract.

49.2 COUNTY shall not require CONTRACTOR to provide any information that is proprietary to it; provided, however, that if COUNTY requests CONTRACTOR proprietary information in order to successfully complete the services under this Contract, CONTRACTOR shall mark such information "PROPRIETARY" and

COUNTY shall limit reproduction and distribution to the minimum extent consistent with COUNTY's need for such information, and, when COUNTY no longer needs such information, but in no event later than expiration or other termination of this Contract, COUNTY shall either cause all copies of such information to be returned to CONTRACTOR, or certify to CONTRACTOR that all copies of such information have been destroyed.

50.0 Records

The CONTRACTOR shall maintain books, records, documents, and other evidence, and accounting procedures and practices sufficient to support all claims for payment made by the CONTRACTOR to the COUNTY. Such records shall be kept in accordance with Section 52.0, Records Retention and Inspection.

51.0 Records Retention and Inspection

51.1 The CONTRACTOR agrees that the COUNTY, State and federal representatives or any duly authorized representatives thereof, shall, at any reasonable time, have access to and the right to examine, monitor, audit, excerpt, copy, or transcribe any pertinent transaction, activity, time cards, or other records relating to this Contract at no cost to the COUNTY. Such material, including all pertinent costs, accounting, financial records and proprietary data shall be kept and maintained by the CONTRACTOR for a period of five years after the term of this Contract, unless Director's written permission is given to dispose of such material prior to the end of such period, or until audited, whichever is longer. The COUNTY may require specific records be retained longer than five years when there is outstanding litigation, unresolved disputes or audit.

51.2 Other required documents to be retained include, but not limited to:

1. Invoices/Check Stubs: Monthly and any supplemental invoices and DPSS reimbursement check stubs.
2. Confidentiality Contract: CONTRACTOR Employee Acknowledgment and Confidentiality Contract signed forms (Attachment F).
3. Licenses: Fire Permit, Elevator License, if applicable, Business licenses and Certifications relating to CONTRACTOR's profession.

4. Minutes of Performance Evaluation Meetings: The CCA writes the minutes of any Performance Evaluation Meetings and shall provide to the CONTRACTOR for retention.

51.3 The COUNTY, its Auditor-Controller or designee, hereby retains the right to conduct, during normal business hours, an audit and re-audit of the books, records, and business conducted by the CONTRACTOR and observe the operation of the business so that accuracy of the above records and any of the CONTRACTOR's invoices for services provided can be confirmed.

1. All such material shall be maintained by the CONTRACTOR at a location in Los Angeles County, provided that if such material is located outside Los Angeles County, either: pay the COUNTY for travel, per diem, and other costs incurred by the COUNTY to examine, audit, excerpt, copy, or transcribe such material at such other location, or: pay to have such materials promptly returned to a CONTRACTOR facility located in Los Angeles County for examination by the COUNTY.
2. Failure on the part of the CONTRACTOR to comply with the provisions of this Section 5.52 shall constitute a material breach of this Contract upon which the COUNTY may terminate or suspend this Contract.

52.0 Recycled Bond Paper

Consistent with the Los Angeles County Board of Supervisors' policy to reduce the amount of solid waste deposited at the COUNTY landfills, the CONTRACTOR agrees to use recycled-content paper to the maximum extent possible on the project.

53.0 Removal of Unsatisfactory Personnel

The COUNTY shall have the right, at its sole discretion to require the CONTRACTOR to remove any employee from the performance of services under this Contract for unsatisfactory performance or any other job-related cause. At the request of the COUNTY, the CONTRACTOR shall immediately replace said personnel.

54.0 Rules and Regulations

During the time that the CONTRACTOR's employees or agents are at COUNTY facilities or off-site work locations, such persons shall be subject to the rules and regulations of the facility. It is the responsibility of the CONTRACTOR to acquaint such persons who are to provide services hereunder with such rules and regulations.

CONTRACTOR shall immediately remove and replace within 24 hours any of its employees performing services, hereunder when notified orally or in writing by the CCA that: such employee has violated such rules or regulations; or such employee's actions, while on COUNTY or off-site work premises, indicate that the employee may adversely affect the delivery of services. Upon removal of any employee, CONTRACTOR shall immediately replace the employee and continue services hereunder.

55.0 Security and Background Investigations

Security and background investigations of CONTRACTOR's staff may be required at the discretion of the COUNTY as a condition of beginning and continuing work under this Contract. The cost of the security and background checks is the responsibility of the CONTRACTOR.

56.0 Subcontracting

56.1 No performance of this Contract or any portion thereof may be subcontracted by the CONTRACTOR without the express written consent of the COUNTY. Any attempt by the CONTRACTOR to subcontract any performance of the terms of this Contract without the express written consent of the COUNTY shall be null and void and shall constitute a breach of the terms of the Contract. In the event of such a breach, the Contract may be terminated forthwith. The COUNTY's determination of whether to approve the CONTRACTOR's request to subcontract shall be completely within the discretion of the COUNTY.

56.2 Subcontracts shall be made in the name of the CONTRACTOR and shall not bind nor purport to bind the COUNTY. The making of subcontracts hereunder shall not relieve the CONTRACTOR of any requirement under the Contract, including, but not limited to, the duty to properly supervise and coordinate the work of subcontractors.

Approval of the provisions of any subcontract by the COUNTY shall not be construed to constitute a determination of the allowability of any cost under the Contract. In no event shall approval of any subcontract by the COUNTY be construed as effecting any increase in the amount provided for in the Contract. The CONTRACTOR's request for approval to enter into a subcontract shall include:

- a. A description of the service to be provided by the proposed subcontractor;
- b. Identification of the proposed subcontractor and an explanation of why and how it was selected, including the degree of competition obtained;
- c. An indication whether the proposed subcontractor's firm is a minority, women-owned, disadvantaged, or disabled veterans business enterprise; and
- d. A resume of the potential subcontractor's background and experience.

56.3 In the event that the COUNTY should consent to subcontracting, the CONTRACTOR shall include, in all subcontracts, the following provision: *"This Contract is a subcontract under the terms of a prime Contract with the County of Los Angeles. All representations and warranties shall inure to the benefit of the County of Los Angeles."*

56.4 When required by State regulations, subcontracts shall be advertised, competitively bid, and evaluated in a manner that will meet the *California Department of Social Services Manual of Policies and Procedures (MPP), Sections 23-610 through 23-615.*

57.0 Termination for Breach of Warranty to Maintain Compliance With COUNTY's Child Support Compliance Program

Section 22.0, CONTRACTOR's Acknowledgement of COUNTY's Commitment to Child Support Enforcement, shall constitute a default by CONTRACTOR under this Contract. Without limiting the rights and remedies available to COUNTY under any other provision of this Contract, failure to cure such default within 90 days of notice by the Los Angeles County District Attorney shall be grounds upon which the County Board of Supervisors may terminate this Contract pursuant to Section 59.0, Termination For Default of the CONTRACTOR.

58.0 Termination for Convenience of the COUNTY

58.1 Performance of services under this Contract may be terminated by the COUNTY, in whole or in part, when such action is deemed by the COUNTY to be in its best interest. Termination of work shall be effected by delivery to the CONTRACTOR of a 30 calendar day, prior written Notice of Termination. The

Notice of Termination shall specify the extent to which performance of work is terminated and the date upon which such termination becomes effective.

- 58.2** If, during the term of this Contract, the COUNTY funds appropriated for the purposes of this Contract are reduced or eliminated, COUNTY may immediately terminate this Contract upon written notice to the CONTRACTOR.
- 58.3** After receipt of the Notice of Termination and except as otherwise directed by the COUNTY, the CONTRACTOR shall:
- a. Immediately stop services under this Contract on the date and to the extent specified in the Notice of Termination.
 - b. To the extent possible, continue to perform, as required by this Contract, until the effective date of termination.
- 58.4** After receipt of a Notice of Termination, the CONTRACTOR shall continue to provide services to participants who were previously referred by the COUNTY.
- 58.5** The CONTRACTOR shall be compensated for any cases won after the contract termination date, provided that prior to the Contract termination date (1) the COUNTY referred the participant to the CONTRACTOR for appeals representation; (2) the CONTRACTOR became the participant's authorized representative; and (3) the notice approving benefits is dated after acceptance of the case by the CONTRACTOR; (4) the participant's SSI claim was subsequently reexamined and the denial overturned.
- 58.6** Upon termination of this Contract, the CONTRACTOR shall comply with the provisions of Section 51.0, Records Retention and Inspection.
- 58.7** Subject to the provisions of Subsection 58.4, the COUNTY and the CONTRACTOR shall negotiate an equitable amount to be paid to the CONTRACTOR by reason of the total or partial termination of work pursuant overhead on work done but shall not include an allowance on work terminated. The COUNTY shall pay the agreed amount, subject to other limitations and provided that such amount shall not exceed the total funding obligated under this Contract, as reduced by the amount of payments otherwise made and as further reduced by the Contract price of work not terminated.

59.0 Termination for Default of the CONTRACTOR

59.1 The COUNTY may, subject to the provisions outlined below, by written notice of default to the CONTRACTOR, terminate the whole or any part of this Contract in any one of the following circumstances:

- a. If the CONTRACTOR fails to perform the service within the time specified or, with prior COUNTY approval, any extension thereof.
- b. If the CONTRACTOR fails to perform any of the other provisions of this Contract, or so fails to make progress as to endanger performance of this Contract in accordance with its terms, and in either of these two circumstances does not cure such failure within a period of three calendar days (or such longer period as the COUNTY may authorize in writing) after receipt of notice from the COUNTY specifying such failure.

59.2 In the event the COUNTY terminates this Contract in whole or in part as provided in this Section 5.59, the COUNTY may procure, upon such terms and in such manner, as the COUNTY may deem appropriate, services similar to those terminated. The CONTRACTOR shall be liable to the COUNTY for any incremental and excess costs for such similar services; or

59.3 If, after giving Notice of Termination of this Contract under the provisions of this Section 59.0, it is determined for any reason that the CONTRACTOR was not in default under the provisions of this Section 59.0 or that the default was excusable, the rights and obligations of the parties shall be the same as if the Notice of Termination had been issued pursuant to Section 58.0, Termination For Convenience of the COUNTY.

59.4 Upon termination of this Contract, the CONTRACTOR shall adhere to the termination provisions of Section 58.0.

60.0 Termination for Improper Consideration

60.1 The COUNTY may, by written notice to the CONTRACTOR, immediately terminate the right of the CONTRACTOR to proceed under this Contract if it is found that consideration, in any form, was offered or given by the CONTRACTOR, either directly or through an intermediary, to any COUNTY officer, employee, or agent with the intent of securing this Contract or securing favorable treatment with respect to the award, amendment, or extension of this

Contract or the making of any determinations with respect to the CONTRACTOR's performance pursuant to this Contract. In the event of such termination, the COUNTY shall be entitled to pursue the same remedies against the CONTRACTOR as it could pursue in the event of default by the CONTRACTOR.

60.2 The CONTRACTOR shall immediately report any attempt by a COUNTY officer or employee to solicit such improper consideration. The report shall be made either to the COUNTY manager charged with the supervision of the employee or to the Los Angeles County Fraud Hotline at (800) 544-6861, and/or email: fraud@auditor.co.la.ca.us.

60.3 Among other items, such improper consideration may take the form of cash, discounts, services, the provision of travel or entertainment, or tangible gifts.

61.0 Termination for Insolvency

61.1 The COUNTY may terminate this Contract forthwith in the event of the occurrence of any of the following:

a. Insolvency of the CONTRACTOR

The CONTRACTOR shall be deemed to be insolvent if it has ceased to pay its debts for at least 60 days in the ordinary course of business or cannot pay its debts as they become due, whether or not a petition has been filed under the Federal Bankruptcy Code and whether or not the CONTRACTOR is insolvent within the meaning of the Federal Bankruptcy Code;

- b. The filing of a voluntary or involuntary petition regarding the CONTRACTOR under the Federal Bankruptcy Code;
- c. The appointment of a Receiver or Trustee for the CONTRACTOR; or
- d. The execution by the CONTRACTOR of a general assignment for the benefit of creditors.

61.2 The rights and remedies of the COUNTY provided in this Subparagraph 61.0 shall not be exclusive and are in addition to any other rights and remedies provided by law or under this Contract.

62.0 Termination for Non-Appropriation of Funds

The COUNTY's obligation is payable only from funds appropriated for the purpose of this Contract. All funds for payments after the end of the current fiscal year are subject to federal, State or COUNTY's legislative appropriation for this purpose. In the event this Contract extends into succeeding fiscal year periods and the Board of Supervisors or the State or Federal Legislature does not allocate sufficient funds for the next succeeding fiscal year payments, services shall automatically be terminated as of the end of the then current Fiscal Year. The COUNTY shall make a good faith effort to notify the CONTRACTOR, in writing, of such non-appropriation at the earliest time.

63.0 Timely Completion

Time is of the essence in the provision and completion of the work provided to COUNTY as stipulated in this Contract, as is the timely conveyance of reporting deliverables to COUNTY, as also stipulated in this Contract.

64.0 Validity

The invalidity, in whole or in part, of any provision of this Contract shall not void or affect the validity of any other provision.

65.0 Verbal Discussions

The Contract Manager, or alternate, designated in writing to act in the CONTRACTOR's behalf, shall be available to respond to the COUNTY's verbal inquiries within twenty-four (24) hours.

66.0 Waiver

No waiver of a breach of any provision of this Contract by the COUNTY will constitute a waiver of any other breach of said provision or any other provision of this Contract. Failure of the COUNTY to enforce, at any time or from time to time, any provision of this Contract, shall not be construed as a waiver thereof.

No waiver shall be enforced unless said waiver is set forth in writing.

67.0 Warranty

The CONTRACTOR warrants that all services performed hereunder will comply with Section 2.0, Statement of Work, any specifications related thereto, and that all such services shall be performed in accordance with the ordinary skill and care observed in

the industry by those knowledgeable, trained, and experienced in rendering similar services at the time such services are performed.

The CONTRACTOR shall, within 24 hours after oral or written notice from the COUNTY, correct any and all defects, deficiencies, errors, or omissions in services rendered to the COUNTY. The correction of such defects, deficiencies, errors, or omissions shall be at no cost to the COUNTY.

IN WITNESS, WHEREOF, the Board of Supervisors of the County of Los Angeles has caused this Contract to be subscribed by the Chairman, and the seal of said Board to be hereto affixed and attested by the Executive Officer and clerk thereof, and CONTRACTOR has caused this Contract to be signed by its duty authorized officer(s) _____ day of _____, 2005.

COUNTY OF LOS ANGELES

By _____
Chairman, Board of Supervisors

ATTEST:

Violet Varona-Lukens, Executive Officer
Clerk of the Board of Supervisors
of the County of Los Angeles

By _____
Deputy

APPROVED AS TO FORM:

RAYMOND G. FORTNER, JR
Chief Deputy, County Counsel

By _____
Deputy County Counsel

HEALTH ADVOCATES, LLP

By _____

13412 Ventura Boulevard, Suite 300
Sherman Oaks, CA 91423

ATTACHMENT A

STATEMENT OF WORK

AND

TECHNICAL EXHIBITS

STATEMENT OF WORK

Table of Contents

| <u>Section</u> | <u>Title</u> | <u>Page</u> |
|-----------------|---|-------------|
| PREAMBLE | | 55 |
| 1.0 | General..... | 60 |
| 1.1 | Scope of Work | 61 |
| 1.2 | Personnel..... | 62 |
| 1.3 | Quality Control | 65 |
| 1.4 | Quality Assurance | 66 |
| 1.5 | Hours of Operation/Holidays | 67 |
| 1.6 | County Furnished Items | 68 |
| 1.7 | CONTRACTOR Furnished Items..... | 69 |
| 1.8 | Specific Tasks..... | 72 |
| 2.0 | TECHNICAL EXHIBITS..... | 91 |
| 2.1 | Performance Requirements Chart..... | 99 |
| 2.2 | Contract Discrepancy Report..... | 103 |
| 2.3 | General Relief and CAPI Participant's Consent Form for SSI Appeals Representation..... | 104 |
| 2.4A | SSI Appeals Program Monthly Management Report (GR) | 105 |
| 2.4B | SSI Appeals Program Monthly Management Report (CAPI) | 109 |
| 2.5A | SSI Appeals Program Invoice (GR)..... | 113 |
| 2.5B | SSI Appeals Program Invoice (CAPI) | 114 |
| 2.6 | SSI Appeals – Contract Regions | 115 |
| 2.7 | List of SSA Offices of Hearings and Appeals | 119 |
| 2.8 | SSA Forms..... | 120 |
| 2.9 | GR/CAPI SSI Appeals Referral and Hearing Results | 128 |
| 2.10 | GR/CAPI District Locations | 130 |
| 2.11 | DPSS GR and CAPI Caseload by Primary Languages | 131 |
| 2.12 | Persons Aided – General Relief | 133 |
| 2.13 | Persons Aided - CAPI..... | 135 |

PREAMBLE

For nearly a decade, the COUNTY has collaborated with its community partners to enhance the capacity of the health and human services system to improve the lives of children and families. These efforts require, as a fundamental expectation, that the County's contracting partners share the COUNTY's and community's commitment to providing health and human services that support achievement of the COUNTY's vision, goals, values, and adopted outcomes. The key to these efforts is the integration of service delivery systems and the adoption of the Customer Service and Satisfaction Standards.

The County of Los Angeles' vision is to improve the quality of life in the COUNTY by providing responsive, efficient, and high quality public services that promote the self-sufficiency, well-being and prosperity of individuals, families, businesses, and communities. This philosophy of teamwork and collaboration is anchored in the shared values of:

- Responsiveness
- Integrity
- Professionalism
- Commitment
- Accountability
- A Can-Do Attitude
- Compassion
- Respect for Diversity

These shared values are encompassed in the County Strategic Plan's eight goals: 1) Service Excellence; 2) Workforce Excellence; 3) Organizational Effectiveness; 4) Fiscal Responsibility; 5) Children and Families' Well-Being; 6) Community Services; 7) Health and Mental Health; and 8) Public Safety. Improving the well being of children and families requires coordination, collaboration, and integration of services across functional and jurisdictional boundaries, by and between county departments/agencies, and community and contracting partners.

The basic conditions that represent the well being we seek for all children and families in Los Angeles County are delineated in the following five outcomes, adopted by the Board of Supervisors in January 1993.

- Good Health;
- Economic Well-Being;
- Safety and Survival;
- Emotional and Social Well-Being and
- Education and Workforce Readiness.

Recognizing no single strategy - in isolation - can achieve the COUNTY's outcomes of well-being for children and families, consensus has emerged among COUNTY and community leaders that making substantial improvements in integrating the COUNTY's health and human services system is necessary to significantly move toward achieving these outcomes. The COUNTY has also established the following values and goals for guiding this effort to integrate the health and human services delivery system:

- ☞ Individuals are treated with respect in every encounter they have with the health, educational, and social services systems.
- ☞ Families can easily access a broad range of services to address their needs, build on their strengths, and achieve their goals.
- ☞ There is no "wrong door": wherever a family enters the system is the right place.
- ☞ Families receive services tailored to their unique situations and needs.
- ☞ Service providers and advocates involve families in the process of determining service plans, and proactively provide families with coordinated and comprehensive information, services, and resources.
- ☞ The COUNTY service system is flexible, able to respond to service demands for both the Countywide population and specific population groups.
- ☞ The COUNTY service system acts to strengthen communities, recognizing that just as individuals live in families, families live in communities.

- ☞ In supporting families and communities, COUNTY agencies work seamlessly with public and private service providers, community-based organizations, and other community partners.
- ☞ COUNTY agencies and their partners work together seamlessly to demonstrate substantial progress towards making the system more strength-based, family-focused, culturally-competent, accessible, user-friendly, responsive, cohesive, efficient, professional, and accountable.
- ☞ COUNTY agencies and their partners focus on administrative and operational enhancements to optimize the sharing of information, resources, and best practices while also protecting the privacy rights of families.
- ☞ COUNTY agencies and their partners pursue multi-disciplinary service delivery, a single service plan, staff development opportunities, infrastructure enhancements, customer service and satisfaction evaluation, and revenue maximization.
- ☞ COUNTY agencies and their partners create incentives to reinforce the direction toward service integration and a seamless service delivery system.
- ☞ The COUNTY human service system embraces a commitment to the disciplined pursuit of results accountability across systems. Specifically, any strategy designed to improve the COUNTY human services system for children and families should ultimately be judged by whether it helps achieve the COUNTY's five outcomes for children and families: good health, safety and survival, economic well-being, social and emotional well-being, and education and workforce readiness.

The COUNTY, its clients, contracting partners, and the community are working together to develop practical ways to make COUNTY services more accessible, customer friendly, better integrated, and outcome-focused. Several departments have identified shared themes in their strategic plans for achieving these goals including: making an effort to become more consumer/client-focused; valuing community partnerships and collaborations; emphasizing values and integrity; and using a strength-based and multi-disciplinary team approach. County departments are also working to provide the Board of Supervisors and the community with a better understanding of how resources are being utilized, how well services are being provided, and what are the results of the services: is anyone better off?

The County of Los Angeles health and human services departments and their partners are working together to achieve the following ***Customer Service And Satisfaction Standards*** in support of improving outcomes for children and families.

Personal Service Delivery

The service delivery team – staff and volunteers – will treat customers and each other with courtesy, dignity, and respect.

- Introduce themselves by name
- Listen carefully and patiently to customers
- Be responsive to cultural and linguistic needs
- Explain procedures clearly
- Build on the strengths of families and communities

Service Access

Service providers will work proactively to facilitate customer access to services.

- Provide services as promptly as possible
- Provide clear directions and service information
- Outreach to the community and promote available services
- Involve families in service plan development
- Follow-up to ensure appropriate delivery of services

Service Environment

Service providers will deliver services in a clean, safe, and welcoming environment, which supports the effective delivery of services.

- Ensure a safe environment

- Ensure a professional atmosphere
- Display vision, mission, and value statements
- Provide a clean and comfortable waiting area
- Ensure privacy
- Post complaint and appeals procedures

The basis for all COUNTY health and human services contracts is the provision of the highest level of quality services that support improved outcomes for children and families. The COUNTY and its contracting partners must work together and share a commitment to achieve a common vision, goals, outcomes, and standards for providing services.

STATEMENT OF WORK

1.0 GENERAL – DESCRIPTION OF SERVICES

The workload, as described in the Statement of Work, is reflective of the workload at the time of contract award by the Board of Supervisors and is subject to change based on changes in federal, State or COUNTY policy regulations and requirements.

The CONTRACTOR shall provide Supplemental Security Income (SSI) appeals representation for General Relief (GR) and Cash Assistance Program for Immigrants (CAPI) participants in formal hearings held by a Social Security Administration (SSA) Administrative Law Judge (ALJ). Applicants who have been denied SSI benefits have the right to appeal their case before an ALJ by presenting evidence and witnesses.

The Department of Public Social Services' (DPSS) objective is to assist GR participants to transition from the \$221 GR benefit to the \$805 SSI benefit, once SSI is awarded. Providing SSI appeals representation works to achieve that objective. DPSS also assists CAPI participants' transition from the State-funded CAPI program to the primarily federally funded SSI program. SSI recipients in California also receive Medi-Cal benefits. GR and CAPI participants do not automatically receive Medi-Cal; they must apply separately for this. Unless a participant is aged 65 or higher, he/she must be able to prove that he/she has a permanent disability to qualify for Medi-Cal. The disability guidelines for Medi-Cal are the same as for SSI. The Disability and Adults Program Division (DAPD) will not make a determination of Medi-Cal eligibility based on a disability if an SSI application for the same individual is still pending a disability determination.

Although this Contract specifically addresses appeals hearing representation for SSI benefits, services by the CONTRACTOR may include hearing representation for Retirement, Survivors, Disability and Health Insurance (RSDHI Title II). COUNTY will pay the contract fee for cases approved for RSDHI Title II benefits. Any additional fee for cases approved for RSDHI Title II approval would be a private agreement between the GR and CAPI participant and the CONTRACTOR, in conformance to Social

Security Administration (SSA) guidelines for fee agreements. The CONTRACTOR may represent the participant in any manner not related to SSI as described in the Contract except those in which the COUNTY has an interest.

The CONTRACTOR must be able to provide services for English and non-English speaking participants in the participant's primary language. The most common primary languages are English, Spanish, Chinese (Cantonese and Mandarin), Tagalog, Korean, Vietnamese, Armenian, Russian and Cambodian.

The CONTRACTOR shall provide appeals representatives who abide by the standards of conduct in accordance with published SSA guidelines.

(See: <http://www.ssa.gov/representation/fr632.htm>.)

In providing these services, the CONTRACTOR shall follow the procedures outlined in this Statement of Work.

1.1 Scope of Work

1.1.1 The CONTRACTOR shall provide SSI appeals representation services in the form described in this Statement of Work and in the Technical Exhibits hereunder.

1.1.2 The CONTRACTOR shall provide all, except for those items listed in Section 1.6 (COUNTY Furnished Items) personnel, materials, supervision and other items or services necessary to provide SSI appeals representation services for GR and CAPI participants.

1.1.3 The CONTRACTOR shall perform to or exceed the standards in Attachment A, Technical Exhibit 2.1, Performance Requirements Summary. The COUNTY requires CONTRACTOR to, at a minimum, achieve or exceed the historical SSI appeals win rate of 47% on a semi-annual basis.

Performance standards, particularly those that apply to win rates are subject to revision by COUNTY. The COUNTY recognizes that significant changes in

SSA regulations or in the composition of the DPSS participant population could have a significant effect on the CONTRACTOR's ability to achieve or exceed the performance standards.

- 1.1.4** The term of the Contract is three years. Cases will be referred to the CONTRACTOR for the three-year term of the Contract. All cases referred to the CONTRACTOR will remain with, and are the responsibility of, the CONTRACTOR until the SSI hearing determination is complete, even if the SSI hearing determination does not occur until well past the original three-year term of the Contract. If the SSI hearing for a COUNTY-referred participant results in an award of SSI, the CONTRACTOR will be paid the firm fixed fee that was effective during the period that the participant was referred by COUNTY to the CONTRACTOR.

1.2 Personnel

1.2.1 Key County Personnel

County Contract Administrator (CCA):

The COUNTY will designate one person and one backup who will act as the CCA for the COUNTY on all policy, procedures, requirements, performance, and information pertaining to this Contract. Specifically, the CCA shall:

- a. Have full authority to monitor the CONTRACTOR's performance in the daily operation of this Contract.
- b. Provide direction to the CONTRACTOR in areas relating to policy, information, and procedural requirements.
- c. Negotiate with the CONTRACTOR on changes in service requirements pursuant to Section V, Paragraph 5.0, Changes and Amendments of Terms, of this Contract.
- d. Not be authorized to make any changes in the Standard Terms and Conditions of this Contract and is not authorized to obligate Los Angeles County in any way whatsoever.
- e. Be a staff person from DPSS. The COUNTY will inform the CONTRACTOR of the name, address, and telephone number of the

CCA, and the backup, in writing, at the time of award of this Contract, and at any time thereafter a change of CCA or backup is made.

1.2.2 CONTRACTOR Personnel

1.2.2.1 General

The COUNTY may screen the CONTRACTOR's employees, current and prospective, to ensure that an employee receiving public assistance has met his/her reporting responsibility to the COUNTY and has no access to the CONTRACTOR's records of any friends, relatives, business relations, personal acquaintance, tenant, or any individual whose relationship could reasonably sway his/her conduct or performance on the job. Access includes, but is not limited to, determining eligibility for public assistance, transmitting computer data, and physical possession of SSI-related documents. The CONTRACTOR shall be responsible for training its staff. Specifically, the CONTRACTOR shall:

- a. Be responsible for removing any CONTRACTOR employee performing services under this Contract from the workplace within 24 hours when reasonably requested to do so by the CCA. The CONTRACTOR shall replace that employee within 20 workdays. The CONTRACTOR shall ensure that such individual's duties are performed satisfactorily until a replacement can be arranged. The CCA may extend the time to actually place the new employee in the vacant position, but the CONTRACTOR must request the extension of time and provide documentation of a good faith effort to find a suitable replacement.
- b. Furnish supervisory, administrative, and direct labor personnel to accomplish all work required by this Contract.
- c. Be responsible for training office staff in the use of electronic mail (e-mail) and to ensure that the e-mail account is checked at least twice daily, once in the morning and once in the afternoon, for e-mail from the CCA or DPSS SSI Advocates. The CONTRACTOR

shall maintain a valid e-mail address capable of receiving e-mail of up to at least four megabytes in size.

- d. In the event that the work volume does not justify the required number of staff assigned to this contract, the Contractor must reasonably reduce/increase the number of staff assigned to this Contract that is proportionate to the workload.

1.2.2.2 Contract Manager

The CONTRACTOR shall provide a Contract Manager and alternate who will act as liaison with DPSS and be responsible for the overall management and coordination of this Contract. The Contract Manager and alternate shall be identified in writing prior to Contract award and at any time thereafter a change of Contract Manager or alternate is made. The Contract Manager must have a minimum of five years experience providing services similar to or the same (e.g., experience that demonstrates the ability to comply with the reporting and monitoring requirements) as the services required in this Contract. The alternate must have a minimum of three years of the experience described above. A Business-related Degree reduces the minimum experience requirement of both the Contract Manager and alternate by one year. Specifically, the Contract Manager shall:

- a. Have full authority to act for the CONTRACTOR on all Contract matters relating to the daily operation of this Contract.
- b. Be available for eight hours a day, Monday through Friday, except COUNTY holidays.
- c. Be able to fluently read, write, speak, and understand English.
- d. The alternate, at a minimum, shall also meet the requirements of items b. and c. above.

1.2.2.3 Appeals Representatives

The CONTRACTOR shall provide, at a minimum, one Lead Appeals Representative who is a licensed attorney with a minimum of five years experience primarily providing appeals representation to mentally

and/or physically disabled clients. The CONTRACTOR shall also provide, at a minimum, two other Appeals Representatives who are licensed attorneys with a minimum of two years experience primarily providing related (e.g., medical malpractice, workers' compensation) appeals representation. Experience as an ALJ in disability-related cases will be accepted towards the experience requirements for both the Lead Appeals /Representative and the associates.

1.2.2.4 Support Staff

In addition to the staff identified in Sections 1.2.2.2 and 1.2.2.3 above, the CONTRACTOR is required, at a minimum, to provide the following support staff to assist in providing the services required in this Contract:

- 1 Paralegal
- 1 Assistant Supervisor
- 2 Legal Office Support Assistants
- 3 Eligibility Analysts
- 1 Clerical Support Employee

1.3 Quality Control

The CONTRACTOR shall establish and utilize a comprehensive Quality Control Plan to assure the COUNTY a consistently high level of product quality and service throughout the term of this Contract. The plan shall be submitted to the CCA within 30 days of Contract award or 30 days before the Contract start date, whichever occurs first. The plan shall include, but not be limited to, the following:

- 1.3.1** Method for assuring that professional staff rendering services under this Contract have necessary licenses and certifications and that all equipment used has a regular maintenance schedule.
- 1.3.2** Method for identifying and preventing deficiencies in the quality of service before the level of performance becomes unacceptable.
- 1.3.3** A method of record keeping of all inspections conducted by the CONTRACTOR, corrective action taken, time a problem is first identified, a

clear description of the problem, and the expected time elapsed between identification and completed corrective action. This record shall be provided to the COUNTY upon request.

1.3.4 The method of continuing to provide services to the COUNTY in the event of a strike or labor action (i.e., work slowdown, sickout, etc.) of the CONTRACTOR's employees.

1.3.5 The method that the CONTRACTOR shall establish to resolve GR/CAPI participants' complaints.

1.4 Quality Assurance

1.4.1 The COUNTY or its agent will evaluate the CONTRACTOR's performance under this Contract on not less than an annual basis. Such evaluation will include assessing the CONTRACTOR's compliance with all Contract terms and performance standards. The CONTRACTOR deficiencies which the COUNTY determines are severe or continuing and that may place performance of this Contract in jeopardy if not corrected will be reported to the Board of Supervisors. The report will include improvement/corrective action measures taken by the COUNTY and the CONTRACTOR. If improvement does not occur consistent with the corrective action measures, the COUNTY may terminate this Contract or impose other penalties as specified in this Contract.

1.4.2 DPSS shall monitor the CONTRACTOR's performance under this Contract using the quality assurance procedures as defined in this Contract.

- a. Performance evaluation meetings shall be held jointly by DPSS staff and the Contract Manager as often as deemed necessary by the CCA. However, if a Contract Discrepancy Report is issued at the discretion of the CCA, a meeting shall be held within 10 business days to discuss the problem related to the discrepancy.
- b. Action items from any Performance Evaluation Meeting shall be prepared by the CCA and signed by the Contract Manager and CCA. Should the Contract Manager not concur with the action items, he/she may submit a written statement to the CCA within 10 business days from the date of receipt of the signed minutes. The Contract Manager's written statement shall be attached to the CCA's minutes and be a part thereof. Failure to

submit a written statement shall result in the acceptance of the action items as written. In an unresolved dispute, the decision of the CCA will be final.

- 1.4.3** Upon advance notice, either the COUNTY or the CONTRACTOR may make an auditory recording of the meeting.

1.4.4 Contract Discrepancy Reports

- a. Verbal notification of a Contract discrepancy will be made to the Contract Manager or designee as soon as possible whenever a Contract discrepancy is identified. The Contract Manager shall resolve the problem within 10 days. The CCA has the discretion to extend the deadline for a resolution if there are extenuating circumstances.
- b. The CCA will determine whether a formal Contract Discrepancy Report shall be issued (Attachment A, Technical Exhibit 2.2). Upon receipt of this document, the CONTRACTOR is required to respond in writing to the CCA within five business days, acknowledging the reported discrepancies or presenting contrary evidence. A plan for correction of all acknowledged deficiencies identified in the Contract Discrepancy Report shall be submitted within 10 business days.

1.5 Hours of Operation/Holidays

The CONTRACTOR shall be available eight hours a day, Monday through Friday, to respond to COUNTY inquiries between 7:30 a.m. and 6:30 p.m., PST. The specific hours of operation are to be provided to the COUNTY 30 calendar days prior to the Contract start. CONTRACTOR's hours of operation must be approved by the CCA.

The CONTRACTOR shall be available to provide SSI appeals representation services, at a minimum, for eight hours a day, or alternate hours if required by the COUNTY, Monday through Friday. The CONTRACTOR is not required to provide services on COUNTY recognized holidays. The exception to this is if an SSI Hearing is scheduled for a day that falls on a COUNTY recognized holiday. The CONTRACTOR may reschedule the SSI Hearing to another day if the ALJ approves, but if not, then the CONTRACTOR must ensure that a representative appears for the SSI Hearing. The CCA will provide a list of the COUNTY holidays to the CONTRACTOR at the time of award of this Contract, and at the beginning of each calendar year, or when such list is available if labor negotiations are in progress that may affect the schedule.

1.6 County Furnished Items

1.6.1 Equipment and Supplies

1.6.1.1 Subject to the availability of equipment and network capacity, COUNTY will provide access to DPSS' LEADER system for input, inquiry, and update purposes. The COUNTY will install and maintain all system hardware and software necessary to provide vendor system access at one site. This includes but is not limited to:

- a. If the CONTRACTOR uses a permanent site, one dedicated telephone circuit, one data input/inquiry terminal (this is a system specific terminal and not a personal computer), one keyboard, and one system printer.
- b. The COUNTY will monitor the CONTRACTOR's usage of system. If it is determined by COUNTY that additional equipment is necessary, the COUNTY will provide it, depending on availability and cost.
- c. One-time training on operation and use of the DPSS' LEADER system. Additional training will be provided following any significant modifications of the LEADER system.
- d. GR and/or CAPI participants referred via LEADER (or other referral methods as discussed in this Statement of Work) for SSI appeals representation services.
- e. This aforementioned technical installation and access to LEADER is subject to change based on technological changes, which may occur prior to final Contract award, and over the life of the Contract. Changes will be made to the benefit of the COUNTY if they will result in either improvements to operating efficiency and/or cost savings to the COUNTY.

1.6.2 Complaints

The COUNTY will provide a procedure through which a GR/CAPI participant shall have the opportunity to present a complaint or grievance about the CONTRACTOR's services.

1.6.3 Materials

The County will provide:

- 1.6.3.1** A supply of Civil Rights Complaint forms, PA 607, for use by referred GR/CAPI clients in reporting civil rights complaints.
- 1.6.3.2** DPSS Operations Handbook, Section 21, Civil Rights Program; DPSS Policies.
- 1.6.3.3** A list of the COUNTY-observed holidays.

1.6.4 Transportation

The COUNTY will provide GR participants with round-trip bus tokens in advance of going to meeting(s) with the SSI appeals representative and/or attending an SSI hearing. CONTRACTOR is responsible for advising the GR participant to request transportation assistance from the referring DPSS SSI Advocate.

1.6.5 Training

- 1.6.5.1** The COUNTY will provide Cultural Awareness and Sensitivity Training, and materials to selected CONTRACTOR staff (Train the Trainer). CONTRACTOR shall then instruct all employees who may come in contact with GR/CAPI participants on cultural awareness and sensitivity.
- 1.6.5.2** The COUNTY will provide Civil Rights training materials for CONTRACTOR staff as appropriate.

1.7 CONTRACTOR Furnished Items

1.7.1 Equipment/Supplies

- 1.7.1.1** The CONTRACTOR shall furnish office and computer furniture, telephones, and supplies necessary to perform all services required by this Statement of Work and adhere to all requirements imposed on the CONTRACTOR by this Contract.

- 1.7.1.2** The CONTRACTOR must have a main business office located within the COUNTY of Los Angeles, with a responsible person(s) to maintain all records and reports required by the Contract.
- 1.7.1.3** The CONTRACTOR's facilities where services shall be provided shall be accessible within one hour travel time each way, as determined by the COUNTY, by bus/public transportation from the GR/CAPI district offices located within the boundaries of each of the Contract regions serviced by the CONTRACTOR (see Attachment I, Technical Exhibit 5).
- 1.7.1.4** If the CONTRACTOR's location(s) change, the CONTRACTOR shall provide a minimum of 30 days prior written notice to the COUNTY with justification for the move. The CONTRACTOR shall pay for all expenses of the COUNTY moving the computer equipment, and provide a dedicated electrical circuit for the COUNTY-provided computer equipment. The CONTRACTOR shall provide good cause if the prior written notice is provided less than 30 days prior to the requested change of computer location.
- 1.7.1.5** If the CONTRACTOR requests a change of the computer location within the CONTRACTOR's office(s), the CONTRACTOR shall provide 60 days prior written notice to the COUNTY, pay for all expenses of the COUNTY moving the computer equipment, and provide a dedicated electrical circuit for the COUNTY-provided computer equipment. The CONTRACTOR shall provide good cause if the prior written notice is provided less than 60 days prior to the requested change of computer location.
- 1.7.1.6** CONTRACTOR shall establish and maintain a valid e-mail account with a commercial vendor at his/her own expense. The CONTRACTOR shall maintain equipment and service capable of sending and receiving e-mail of at least four megabytes in size. The CONTRACTOR shall also maintain access to the Internet (aka World Wide Web) in order to view pertinent web pages as described in this Statement of Work and to remain current with any SSA policy or guideline updates or changes. The SSA's Web site (www.ssa.gov)

provides information about SSI (Title XVI), Retirement, and Survivors and Disability Insurance Benefits (Title II).

The CONTRACTOR may also refer to the DPSS SSIAP web pages (www.ladpss.org/dpss/ssiap/default_ssiap.cfm), to become familiar with the DPSS SSI Advocate procedures in initiating an SSI application.

1.7.2 Security

The CONTRACTOR shall house one LEADER terminal and system printer at the agreed-upon single designated site and shall provide all security measures to ensure that the equipment is secure and confidentiality maintained. The CONTRACTOR shall also meet any additional security measures as required by the COUNTY. The COUNTY must approve the CONTRACTOR's security measures.

1.7.3 Confidentiality

CONTRACTOR shall ensure that the CONTRACTOR Employee Acknowledgment and Confidentiality Agreement, as illustrated in Attachment F, is signed and a copy is on file for each Contract employee prior to employee starting work under this Contract.

1.7.4 Materials

The CONTRACTOR shall post in each CONTRACTOR's facility, where they are easily accessible to employees and GR/CAPI participants, Equal Employment Opportunity (EEO) and State-approved Nondiscrimination in Services notices. The CONTRACTOR may obtain EEO notices from:

U.S. Equal Employment Opportunity Commission
255 East Temple Street, 4th Floor
Los Angeles, CA 90012
Telephone: (213) 894-1000

1.7.5 Training

1.7.5.1 The CONTRACTOR shall furnish child abuse, elder abuse, the California Safely Surrendered Baby Law, cultural awareness, and civil rights training for the CONTRACTOR's staff who have direct contact

with GR/CAPI participants to the extent the training has not been given by the COUNTY.

1.7.5.2 The CONTRACTOR shall furnish employee orientation and in-service training for all staff who have direct contact with GR/CAPI participants. Such training will cover all aspects of the contracted services.

1.7.5.3 The CONTRACTOR shall furnish training to DPSS staff on issues relating to timely referrals, hearing deadlines, regular contact and follow-up with participants. Training shall be provided upon request by DPSS staff.

1.8 SPECIFIC TASKS

Currently, the Department's CAPI SSI Advocacy Program is not supported by LEADER. All references to LEADER input and output hereunder pertain to GR cases only. For CAPI cases, all tasks requiring LEADER functionality will be replaced with a manual process provided by the COUNTY. The COUNTY will provide the CONTRACTOR with manual procedures for gathering and receiving data on CAPI participants within 30 days of Contract award.

The CONTRACTOR shall be responsible for completing the following tasks:

1.8.1 Pre-Implementation

- a. No later than 30 calendar days prior to implementation of this Contract, the CONTRACTOR shall provide to the COUNTY for approval, the final permanent locations, within Los Angeles County, where services will be provided. The proposal must state the general location(s) where the services will be provided if the CONTRACTOR does not already have a permanent site within the desired area. The CONTRACTOR's facilities where services will be provided shall be accessible within one hour travel time each way, as determined by the COUNTY, by bus/public transportation from the GR/CAPI district offices located within the boundaries of each of the Contract regions serviced by the CONTRACTOR (see Attachment A, Technical Exhibit 2.6).
- b. No later than 30 calendar days prior to implementation of this Contract, the CONTRACTOR shall provide to the COUNTY, for approval, a copy of

all forms to be used to provide SSI appeals representation services and forms which will be given to or signed by the GR or CAPI participant. The CONTRACTOR shall submit copies of any proposed form changes to the COUNTY for approval before implementation. The COUNTY will approve, deny, or recommend changes within 30 days.

- c. Participants are referred to the CONTRACTOR by DPSS SSI Advocates. The DPSS SSI Advocates need to know which days and times the CONTRACTOR has designated for the referred participants. No later than 10 calendar days after Board of Supervisor's approval of this Contract, and monthly thereafter if there are any changes, the CONTRACTOR shall provide the COUNTY with the minimum designated blocks of times and days available to provide SSI appeals representation services. The blocks of time are to be designated as to office location, and as to which blocks are reserved for SSI hearings and which are for office appointments and inquiries.
- d. The CONTRACTOR shall maintain all records (e.g., books, documents, medical, financial) and case files at a central facility for five (5) years after the termination of this Contract or until all audits are completed, whichever is later. The length of time maintaining and storing case files may be longer based on other government statutes, codes and/or other regulatory authority requirements.
- e. The CONTRACTOR shall establish a toll free number for participants to call if they have any questions regarding their SSI hearing.

1.8.2 Appointments

- 1.8.2.1** The CONTRACTOR's staff shall be available to provide representation services in accordance with the location and appointment time schedule provided to the COUNTY by the CONTRACTOR, in accordance with this Statement of Work.
- 1.8.2.2** The CONTRACTOR shall accept all referrals from the COUNTY, provided the following criteria have been met:
 - a. The SSI application was denied at the reconsideration level within the last 50 days (or application was denied in the case of

Redesign/Prototype SSA Offices in the last 50 days) or an SSI hearing is pending.

- b. The participant has neither selected another authorized representative nor elected to represent him/herself.
- c. The participant has requested COUNTY representation from the SSI Advocate or SSI Liaison or has contacted the CONTRACTOR directly for appeals representation. The SSI Liaison or Advocate shall normally initiate referrals to the CONTRACTOR via LEADER. The COUNTY may also manually refer participants as either a supplement or a replacement for the electronic LEADER referral, via USPS mail, fax, or e-mail. If the participant contacts the CONTRACTOR directly, the CONTRACTOR shall contact the SSI Advocate or SSI Liaison in the district office in which the participant's GR or CAPI case is assigned to request that the participant be formally referred to the CONTRACTOR.
- d. The participant meets either U.S. citizenship, or legal immigration status per SSA guidelines, to be eligible for an award of SSI.
- e. There are at least 20 workdays before the SSI hearing at the time the referral is made. The CONTRACTOR may choose to waive the 20 workday period and accept the case.
- f. The CONTRACTOR may reject a referral in instances when the above five criteria conditions are not met or when it is not possible to provide representation; e.g., no show, other representation, self-representation, not denied at the reconsideration level, etc. The CONTRACTOR shall notify DPSS, via LEADER and by either e-mail, fax, or USPS, of those participants who are rejected for representation and the reason for the rejection. A summary of referral rejections, with reasons provided, is to be included in the Monthly Management Report.
- g. The CONTRACTOR shall *not* refuse representation services based solely on insufficient medical evidence nor based on the participant's credibility as a witness.

- 1.8.2.3** To obtain referrals on a daily basis, the SSI Hearing Representation Listing shall be printed from the LEADER automated system once it is available. Until it is available, the CONTRACTOR shall use an internal listing and scheduling system created by the CONTRACTOR and approved by the CCA. The listing shall be designed to effectively manage the data provided by the referrals from DPSS SSI Advocates. The referrals will arrive via USPS mail, fax, e-mail, or via the LEADER referral-listing component.
- 1.8.2.4** The CONTRACTOR shall maintain an internal manual (or on the CONTRACTOR's own computer workstation/network in a software application such as Microsoft WORD, Excel, Access, OpenOffice.org, et.al.) listing of all referrals received as a backup to the LEADER referral-listing component.
- 1.8.2.5** The CONTRACTOR shall notify each participant via USPS mail of the initial interview appointment. The CONTRACTOR shall mail such notice to each participant shown on the SSI appeals representation listing, or from the internal listing created by the CONTRACTOR pending implementation LEADER referral listing component, within five workdays after receipt of the referral. The notice shall provide the time, date, and location of the appointment, CONTRACTOR's phone number and a list of items or documents the participant should bring to the appointment. The list shall be comprehensive in order to minimize additional visits and mailing of documents by the participant. A copy of this notice is to be sent to the referring DPSS SSI Advocate, who will assist the CONTRACTOR in ensuring the participant keeps the appointment, brings the requested items or documents, as well as provide bus fare.
- 1.8.2.6** The CONTRACTOR must conduct a home call when the GR/CAPI participant is homebound and unable to come into the CONTRACTOR's place of business.
- 1.8.2.7** The CONTRACTOR shall transport GR/CAPI participants to disability consultative examinations and/or SSI hearings when the GR/CAPI participant has no other means of transportation available.

- 1.8.2.8** Priority shall be given to those participants who are within 20 days of the deadline for filing an appeal. The CONTRACTOR or Contract Manager shall enter the appointment time and date in LEADER Case Comments. The mailing of the notice shall precede the appointment by seven to 15 calendar days. If extenuating circumstances require less advance notice, the appointment letter may be mailed less than seven days before the appointment. In such instances, the CONTRACTOR must contact the DPSS SSI Advocate by phone and e-mail (if the Advocate has provided an e-mail address, if not then the CONTRACTOR may e-mail the Advocate's Deputy District Director) to notify the Advocate of the circumstances and to request the assistance of the Advocate to contact the participant. The CCA will provide the CONTRACTOR DPSS contact information for DPSS SSI Advocates and Deputy District Directors after the Contract has been finalized. The CONTRACTOR may exercise his/her own discretion regarding requests for appointment rescheduling from participants, as long as SSA deadlines for filing signed notices are not missed as a result of appointment reschedules.
- 1.8.2.9** The CONTRACTOR shall maintain a record of all participants referred for SSI appeals representation and the disposition of such referrals.
- 1.8.2.10** The CONTRACTOR shall ensure that GR/CAPI participants who arrive on time are seen within an hour of their scheduled appointment time. The CONTRACTOR shall not reschedule participants who arrived on time to another date unless the participant agrees to the new appointment date and time and SSA deadlines for filing signed notices are not missed as a result of appointment reschedules. The participant must be afforded sufficient time to explain his/her disability, treating sources, work history and other relevant facts. The CONTRACTOR shall notify the referring DPSS SSI Advocate of any rescheduled appointments.
- 1.8.2.11** Although appointments are to be scheduled individually with appropriate time reserved, on occasion several participants might arrive at the CONTRACTOR's office at approximately the same time. In those circumstances, the CONTRACTOR may initially distribute general paperwork and informing notices to the group, and may give

a brief explanation of the purposes and intent of the appointment to the group as a whole. The explanation must begin with a statement that each participant will be seen individually to discuss his/her case in private. Under no circumstances is the CONTRACTOR to discuss a participant's case in a group setting.

- 1.8.2.12** The CONTRACTOR must be able to provide services for English and non-English speaking participants in the participant's primary language. The most common primary languages are English, Spanish, Chinese (Cantonese and Mandarin), Tagalog, Korean, Vietnamese, Armenian, Russian and Cambodian. CONTRACTOR must ensure minimal wait times for participants requiring such services.

1.8.3 Initial Interview

- 1.8.3.1** The CONTRACTOR shall conduct the initial face-to-face interview with the participant in private. In the event that the participant fails to appear or cooperate with the face-to-face interview, CONTRACTOR may attempt to interview the participant in private via a home visit, field visit, by telephone or at the County hospital, in accordance with your agreement with the Department of Health Services. The COUNTY would need to approve any additional methods of interviewing. At minimum, the CONTRACTOR is to make a diligent inquiry as to the nature and extent of the participant's disability(s), treating sources, work history, and other relevant facts. The CONTRACTOR shall accept the participant's file copies of medical or employment records the participant provides at the initial interview and will continue to do so until the time of the hearing.

Failure to complete an interview shall not preclude Contractor from moving forward with a hearing if authorized by the GR participant.

- 1.8.3.2** The CONTRACTOR shall create an individual folder for each participant attending the initial interview. The file shall include, but not be limited to:

a. Copies of contact letters.

- b. Request for hearing and related SSA forms.
- c. Correspondence to and from SSA.
- d. Notes taken during each interview and hearing.
- e. Log of length of time the participant was seen.
- f. Purpose and context of each participant contact (such as telephone calls and letters) with the appeals representative.
- g. Any other pertinent information and documentation related to the GR/CAPL participant.
- h. All medical verification and documentation.

The CONTRACTOR may use his/her own discretion regarding documentation of participant inquiries to office (non-appeals representative, such as the secretary) staff. The folder shall also include a participant profile related to all factors that SSA reviews in making a disability determination. Those factors include, but are not limited to, age, education, level of literacy, fluency in English and vocational history.

In addition to the paper file, the CONTRACTOR must maintain a computer file as back-up.

- 1.8.3.3** CONTRACTOR shall explain to the participant his/her right to choose other representation or to represent him/herself at the hearing. The CONTRACTOR shall not suggest or make any referrals to other representatives and shall not comment favorably, or unfavorably, on the capability of the other representation the participant is considering or has already chosen. The CONTRACTOR is permitted to counsel a participant considering self-representation as to success rates of self-represented appellants, as well as appropriate preparation necessary for the hearing. The CONTRACTOR shall have the participant sign the completed GR/CAPL Participant's Consent Form for SSI Hearing Representation. (Attachment I, Technical Exhibit 2.3)

1.8.3.4 The CONTRACTOR shall notify DPSS within 10 days from date of knowledge, via LEADER, of those participants who choose “other or self-representation.” The COUNTY may also require manual notification to supplement or replace this method.

1.8.3.5 The CONTRACTOR shall complete and obtain the participant’s signature on all required SSA forms. If no SSI hearing is pending, the required forms include, but are not limited to:

- a. HA-501 Request for Hearing by Administrative Law Judge
- b. HA-4486 Claimant’s Statement When Request for Hearing is Filed and the Issue is Disability
- c. SSA-1696 Appointment of Representative
- d. SSA-827 Authorization for Source to Release Information to the Social Security Administration

The CONTRACTOR shall file the required SSA appeals forms with SSA in a timely manner as shown below.

1.8.3.6 For GR cases only, if a mental disability is claimed as a component of the SSI application (either by itself or in conjunction with a physical disability), the CONTRACTOR shall refer the participant to the Los Angeles County Department of Mental Health (DMH) for an initial evaluation. For CAPI cases, if a mental disability is claimed as a component of the SSI application (either by itself or in conjunction with a physical disability), the CONTRACTOR shall refer the participant to his/her own treating physician for an initial evaluation. CONTRACTOR shall include in the referral a letter to DMH or treating physician explaining the reason for the referral and a request to the clinic or hospital to delineate the particulars of the mental health condition of the participant. The letter should focus on the nature and severity of the participant’s disability, including observed behavior and excerpts from the SSI application or request for reconsideration documents that pertain to the participant’s mental health. If DMH accepts the GR participant as a patient for treatment, after he/she has attended the first few appointments, or first appointment when

necessary, the CONTRACTOR should request the completion of a DEP 1002 report in a timely manner so that it can be submitted as evidence at the hearing. CONTRACTOR shall also avail him/herself of the opportunity to qualify DMH as the treating doctor for SSA purposes to give more weight to the report.

The CONTRACTOR does not have to complete this step at the initial interview if the SSI file is not yet in the participant's case folder; however, it must be completed within 30 days of the initial interview for cases that have a mental disability component. The CONTRACTOR shall also include an original completed SSA-827 with the referral.

1.8.3.7 Item 1.8.3.6 above does not apply if the participant is already in treatment with a DMH clinic/provider. If the participant is already in treatment, the CONTRACTOR shall request a copy of the DEP 1002 and must encourage the participant to continue ongoing treatment. CONTRACTOR shall also avail him/herself of the opportunity to have DMH as the treating doctor of record for SSA purposes to give more weight to the report. The CONTRACTOR shall also forward a letter to the treating clinic requesting that the clinic delineate the particulars of the mental health condition of the participant and to complete a Psychiatric Review Technique Form with a comment referring the reader to "see DEP 1002 report." The CONTRACTOR shall include in that letter a brief explanation of the guidelines established by the SSA (aka "The Blue Book") to prove a disability.

1.8.3.8 The CONTRACTOR shall obtain employment information, medical history as it pertains to disabilities and limitations, names and addresses of third party witnesses, and any other information from the participant that may be needed to adequately represent the participant at the hearing. This information is to be compared to the SSA file and discrepancies are to be noted and clarified prior to the hearing. The CONTRACTOR shall also obtain necessary waivers from the participant in order to request necessary medical records or other information.

- 1.8.3.9** The CONTRACTOR shall initiate arrangements to interview, or obtain statements if an interview is not feasible, family members and other pertinent third party witnesses to further prepare for the hearing. The actual interviews may be scheduled for a time that is mutually convenient for the witness and the CONTRACTOR, so long as the interview and/or statement has been completed no later than one day prior to the hearing. The CONTRACTOR must request each witness who can contribute to proving the case to attend the hearing to give testimony. If more than two witnesses indicate a willingness to testify, CONTRACTOR may use his/her discretion to limit the number of witnesses at the hearing.

1.8.4 Request SSI Hearing

- 1.8.4.1** The CONTRACTOR shall submit the Request for Hearing (HA-501) and related forms, if required, and the Authorized Representative form to the SSA Office of Hearings and Appeals (OHA) within 60 days after the participant's reconsideration denial date, or application denial date if the application was filed in a Redesign (aka Prototype) SSA office. The reconsideration and application denial dates are displayed on the LEADER system. The denial dates will also be noted on any manual referral system. A copy of the pertinent Notice of Denial may also be provided to the CONTRACTOR by the COUNTY's SSI Advocate upon request.

In instances when the participant or the COUNTY's SSI Advocate has already applied for a hearing, the CONTRACTOR only submits the Authorized Representative form. The Request for Hearing form is not required. The CONTRACTOR must verify the pending SSI hearing by obtaining a copy of the Request for Hearing form from the participant, the COUNTY's SSI Advocate, or from SSA.

- 1.8.4.2** The CONTRACTOR shall obtain copies of pertinent medical history records from the participant's treating physicians and/or clinics and hospitals for the SSA file. Duplicating records already in the SSA file (due to DAPD requesting them) are at the discretion of the CONTRACTOR. Any costs associated with obtaining these records

shall be the responsibility of the CONTRACTOR. CONTRACTOR shall not refer any agencies or entities to the COUNTY for payment.

- 1.8.4.3** For GR cases, the CONTRACTOR shall encourage the participant to continue (or seek) medical treatment from COUNTY facilities. The CONTRACTOR may refer the participant, as appropriate, for additional physical and/or psychiatric examinations to be conducted by examiners who will perform such examinations on a voluntary, no-fee basis. (This provision is added to allow for such an event. At the time of contract award, the COUNTY was not aware of any medical examiners performing such examinations on a no-fee basis.)

The CONTRACTOR is prohibited from referring GR/CAPI participants to medical examiners who will require payment from the GR/CAPI participant if the SSI benefits are denied. If payment would be required predicated on approval of, and receipt of the first payment for SSI; the charges shall not exceed those set forth in the California Code of Regulations, Title 8, Section 9795, Chapter 4.5, Subchapter 1, Article 5.6. The CONTRACTOR is responsible for ensuring that the medical examiner understands the limits to the charges that may be assessed to the participant. The CONTRACTOR shall intercede on the participant's behalf to minimize the medical examiner's charges. The CONTRACTOR shall not accept any gratuity, gift, referral fee, or any other form of compensation from the medical provider, or parties acting on behalf of the medical provider, for such referral, under penalty of immediate termination of this Contract. The COUNTY will also make a referral to the appropriate regulatory agencies if such action violates other laws, regulations, or professional standards of conduct.

- 1.8.4.4** The CONTRACTOR shall refer the participant to the COUNTY for any questions regarding GR/CAPI financial aid/eligibility or need for supportive/social services.
- 1.8.4.5** The CONTRACTOR shall remain the participant's authorized appeals representative throughout the SSI appeal process, regardless of the participant's change in region due to a change in residence address. Additionally, the CONTRACTOR shall remain the participant's

authorized appeals representative throughout the SSI appeal process, even if the SSI appeal process continues past the expiration of the Contract with the COUNTY. CONTRACTOR shall remain bound to the terms of the Contract so long as the CONTRACTOR represents the participant. CONTRACTOR, upon a favorable outcome of the SSI hearing shall be paid the contracted fixed fee that was in effect at the time that the participant was referred to the CONTRACTOR.

1.8.5 Preparation of Case for Hearing

- 1.8.5.1** The CONTRACTOR shall review the participant's SSA claim folder (aka SSA disability folder or exhibit file) at the appropriate SSA or OHA location before the hearing and copy pertinent items as needed for the case file. All documents in the claim folder are to be reviewed by the CONTRACTOR and annotated in the participant's case file for significant items and issues to raise at the hearing.
- 1.8.5.2** The CONTRACTOR shall review all third party questionnaires in the SSA claim folder and follow up as needed. After reviewing the record of the participant's initial interview, and interviews with family members and other pertinent third party witnesses, the CONTRACTOR shall obtain additional third party questionnaires that may not already be in the SSA file and review them prior to forwarding to SSA.
- 1.8.5.3** The CONTRACTOR shall prepare the participant for the hearing by:
 - a. Explaining the SSI hearing process.
 - b. Interviewing the participant again before the hearing, creating the set of questions to be asked the participant at the hearing and going through the entire set of questions with the participant, as practice, in advance of the hearing.
 - c. Reminding participant of the importance of appearing at the hearing.
 - d. Identifying any barriers to the participant appearing at the hearing and seeking to resolve them. If the participant's GR case is still

open, the participant may obtain transportation assistance from the DPSS SSI Advocate.

- 1.8.5.4** The CONTRACTOR shall ensure that items listed in 1.8.5.3 above are addressed at each contact with the participant. The CONTRACTOR shall instruct a paralegal and an attorney to each hold one final meeting with the participant and witnesses not less than two calendar days before the hearing to review the items in item a. through c. (above) with the participant and to confirm that any requested witnesses will appear and give testimony at the hearing. The questions to be asked at hearing shall be finalized at this meeting. The designated Appeals Representative shall practice these final questions with the participant and the witness(es).
- 1.8.5.5** The CONTRACTOR shall arrange to present expert witnesses, if needed.
- 1.8.5.6** The CONTRACTOR shall arrange to present third party witnesses if available, to include, at a minimum, sending confirmation letters and/or making phone calls.

1.8.6. Appeals Representation

- 1.8.6.1** If the CONTRACTOR believes that the existing medical record may be insufficient to prove a disability commensurate with SSA guidelines for an SSI award, he/she shall recommend the ALJ order physical and/or mental consultative examinations (CE) needed to document the participant's disability. This step shall only be taken when there are no other medical sources sufficient to prove disability and the participant would lose absent additional evidence of disability. SSA pays for these examinations, which are normally conducted by SSA/DAPD selected physicians. The CONTRACTOR shall request that either the participant's treating physician conducts the examination, if the treating physician will consent to the SSA/DAPD fee schedule, or that a non-volume provider performs the examination.

- 1.8.6.2** If SSA refers a participant's case to their Screening Unit (consisting of SSA Attorneys and paralegals) for re-examination of the reconsideration denial, the CONTRACTOR shall work with the SSA Screening Unit to justify the participant's eligibility for SSI. If the SSA Screening Unit deems the participant eligible for SSI, the CONTRACTOR shall not be required to represent the participant at a formal hearing. If the CONTRACTOR succeeds in obtaining an SSI approval for the participant by this process, the CONTRACTOR may add this case to his/her monthly invoice as a win. If the SSA Screening Unit does not find the participant eligible, the CONTRACTOR will represent the participant before an ALJ in a formal hearing, as appropriate.
- 1.8.6.3** If SSI is denied at the hearing level, the CONTRACTOR may appeal the participant's case to a higher level (i.e., Appeals Council, Federal Court for judicial review). If the CONTRACTOR succeeds in obtaining an SSI approval for the participant by this process, the CONTRACTOR may add this case to his/her monthly invoice for wins.

The CONTRACTOR shall comply with all instructions and deadlines set by the ALJ.

1.8.7 Notification of Dismissal

The CONTRACTOR shall notify the COUNTY (via LEADER case comments and in the Monthly Management Report), when any hearing is dismissed. Dismissals include cases in which the participant failed to appear at the hearing or the participant appears at the hearing and submits a request to withdraw his/her Request for Hearing. The CONTRACTOR must provide to the COUNTY an explanation of each dismissal and demonstrate efforts to oppose the dismissal, or in the case of the participant requesting a withdrawal, what reason(s) the participant gave for the withdrawal request. Dismissals should be infrequent and will be closely monitored by the CCA for appropriateness. If a case is dismissed due to a lack of medical evidence, the CONTRACTOR must provide a detailed explanation of what efforts the CONTRACTOR had made to obtain medical evidence before the hearing.

1.8.8 Notification of Withdrawal

The CONTRACTOR shall notify the COUNTY (via LEADER case comments and in the Monthly Management Report) and the SSA Office of Hearings and Appeals of his/her withdrawal as representative on behalf of the participant. The withdrawal reason shall be clearly stated in the report. The CONTRACTOR may not withdraw representation unless:

- 1.8.8.1** The participant's medical evidence will clearly result in SSI denial at the hearing that would prejudice a future filing by the participant.
- 1.8.8.2** The participant is a resident alien who does not meet the criteria set forth by SSA for legal immigrants applying for SSI.
- 1.8.8.3** The participant refuses to follow through with the SSI Appeals hearing process.
- 1.8.8.4** The participant elects to seek other counsel or to represent him/herself.

1.8.9 Hearing Decision

The CONTRACTOR shall retain a copy of the hearing decision and/or other SSA notices of approval/denial in the participant's folder. The CONTRACTOR shall also enter the hearing decision data or other SSA approval/denial information on LEADER. A copy of each hearing decision shall be attached to the monthly report submitted to the COUNTY by the CONTRACTOR.

1.8.10 Use of LEADER Computer System

- 1.8.10.1** CONTRACTOR shall abide by and have each employee who will require access to the LEADER computer system sign a LEADER System User Security Agreement.
- 1.8.10.2** LEADER shall be used to access GR/CAPL participants' data related to the SSI application process. This information shall be used along with information from SSA to establish the participant's current SSI status.
- 1.8.10.3** Print "List of Referrals for SSI Hearing" on a daily basis, once the LEADER SSI Hearing Specialist Referral programming and

implementation is complete. The CONTRACTOR shall use the manual referrals received by USPS mail, e-mail, or fax from the DPSS SSI Advocates to maintain an internal scheduling system until the SSI hearing specialist module is complete. Afterwards, the CONTRACTOR shall continue to maintain the manual internal scheduling system (this may be done on a computer using appropriate software, such as Microsoft WORD, Excel, Access, OpenOffice.org, Corel Office, etc.) as a backup to the LEADER referral module in the event of network problems, system problems, etc. The COUNTY uses Microsoft Office 2000, but the CONTRACTOR is not required to use this software, as long as Microsoft Office can read the output of CONTRACTOR's software.

- 1.8.10.4** Input updated SSI application data for each participant within three workdays of the new data. If the system is down, the CONTRACTOR shall immediately notify the CCA and cooperate with COUNTY technical support.
- 1.8.10.5** Identify the GR or CAPI district responsible for the participant's GR or CAPI case, in order to communicate with the DPSS SSI Advocate.
- 1.8.10.6** Information related to interview and hearing results shall be input. Some examples are:
 - a. Initial Interview date.
 - b. Disposition of appeals representation referral.
 - c. Scheduled hearing date. This information shall also be input to LEADER case comments.
 - d. SSI application information updates.
 - e. No shows to CONTRACTOR appointments and to the SSI hearing.
 - f. Outcome of hearing.

1.8.11 Records Retention Tasks

The CONTRACTOR shall maintain a folder for each GR/CAPI participant that contains a sufficient record of the SSI Appeals data. This includes but is not limited to:

- Applicant's name
- Social Security Number (SSN)
- GR/CAPI case number
- SSI application history
- Interview discussion data (highlights of what was discussed in interview)
- Dates participant and witnesses were prepared for hearing
- Dates folder was reviewed for case management or quality control purposes
- Log of dates and length of time spent on the case and purpose thereof (e.g., 05/15/05: 45 minutes review of SSA CE 02/10/05)
- Completed CONTRACTOR's Participant Satisfaction Questionnaire
- Authorization for Release of Medical Records
- Participant's comments
- Copies of pertinent documents (medical records, hearing notices, referrals to medical providers, additional evidence submitted to SSA such as third party questionnaires)

All such records shall be available to the COUNTY upon request, primarily for purposes of Contract Monitoring. CONTRACTOR is not required to retain copies of the medical reports in participant's file folder. Retention of copies of medical reports is at the discretion of the CONTRACTOR.

1.8.12 REPORTING TASKS

1.8.12.1 The CONTRACTOR shall submit reports, as required by the COUNTY, concerning activities as they pertain to this Contract duties and purposes contained herein.

1.8.12.2 The CONTRACTOR shall complete a Monthly Management Report, for CAPI and for GR, to be submitted with the monthly invoice to the CCA by the 15th calendar day of each succeeding month, by region. (See Attachment A, Technical Exhibit 2.4A and 2.4B for sample Monthly Management Report format.) The Monthly Management Report shall summarize:

- a. Statistical data regarding SSI appeals representation activities processed during the report month, accompanied by a list of the participants served.
- b. Statistical data regarding SSI appeals activities to include a list of SSI hearings held, hearing decisions received, and a separate invoice, by region, of all SSI approvals for that month.
- c. A listing of hearings lost, with reasons for loss and indication if CONTRACTOR will appeal the decision.
- d. An explanation for each dismissal and withdrawal. Specifically, if the dismissal or withdrawal was due to a participant's absence, why was the case dismissed or withdrawn rather than either rescheduled or held with the participant's testimony ruled as "non-essential?" If the dismissal or withdrawal was for other reasons, the CONTRACTOR shall provide a reasonable explanation as to why the CONTRACTOR was unable to continue the case.
- e. A narrative, as appropriate, providing the COUNTY with suggestions or comments for improving services.
- f. A listing of any cases electing either self or other representation with the date that the CONTRACTOR was made aware of this election. As mentioned previously in this Contract, the CONTRACTOR is to notify the DPSS SSI Advocate of such election upon notification to the CONTRACTOR as well.

1.8.12.3 Any other reports or information referred to in this Contract and as requested by the COUNTY.

2.0 Technical Exhibits

Technical Exhibit 2.1

PERFORMANCE REQUIREMENTS SUMMARY (PRS)

Introduction

This Performance Requirement Summary (PRS) displays the major services that will be monitored during the term of the Contract. It indicates the required services, the standards for performance, maximum deviation from standard before service will be determined unsatisfactory, COUNTY's preferred method of monitoring, and the unsatisfactory performance indicator that may be assessed if the service is not satisfactorily provided.

All listings of "required service" or "Standard" used in this PRS are intended to be completely consistent with the Statement of Work, Attachment A and the Further Terms and Conditions, Section V., in this Contract, and are not meant to create, extend, revise, or expand any obligation of CONTRACTOR beyond that defined in Attachment A and Section V. In any case of apparent inconsistency between required services or Standards as stated in Attachment A and Section V. and this PRS, the meaning apparent in Attachment A and Section V. will normally prevail, as that is the intention of COUNTY. If any required service or Standard seems to be created in this PRS which is not set forth in Attachment A and Section V., that apparent required service or Standard will not be a requirement on CONTRACTOR and will not be the basis of the assignment of any points, unless it is clarified in the Contract. However, it is the responsibility of the CONTRACTOR to point out any such inconsistencies at the time of finalization of the Contract. If any discrepancies are not resolved in the final Contract, then the County Contract Administrator (CCA) will determine the interpretation and clarification of the matter(s) as any arise in the course of the Contract. Because the provision of services to public assistance clients is critical to the mission of DPSS, the COUNTY expects a high Standard of CONTRACTOR performance. DPSS will work with the CONTRACTOR to resolve any areas of difficulty brought to the attention of the CCA by CONTRACTOR before the allowable deviation for acceptable Standard should occur. It is the CONTRACTOR's responsibility to provide the services set forth in the Statement of Work, Attachment A and the Further Terms and Conditions, Section V., and summarized in the PRS.

T.2.1.1 Performance Requirements Summary Chart

The Performance Requirements Summary Chart is Attachment A, Technical Exhibit 2.1, page 1.

1. Lists the Contract requirements considered most critical to acceptable Contract performance (Column 1 of chart).
2. Denotes the indicators used to determine that the Standards have been met or exceeded (Column 2 of chart).
3. Defines the Standard of performance for SSI appeals win rate (Column 3 of chart).
4. Shows the monitoring methods the COUNTY will use to evaluate the CONTRACTOR's performance in meeting the Contract requirements (Column 4 of chart).
5. Shows the maximum allowable degree of deviation from the SSI appeals win rate standard that is allowed before the COUNTY grants a bonus or assesses liquidated damages (Column 5 of chart).
6. Shows the Performance incentive bonuses and penalties to be granted or assessed for deviations from the SSI appeals win rate standard (Column 6 of chart). These incentives and penalties serve as a baseline for granting bonuses or assessing liquidated damages on a semi-annual basis.

The objective of the CONTRACTOR shall be to attain the highest win rate possible. Incentive bonuses may be granted for performance that exceeds the standards listed in the Performance Requirements Summary Chart. Penalties may be assessed for performance that is below the standard.

7. The SSI Appeals Hearing win rate will be calculated on a semi-annual basis to allow for monthly fluctuations. Bonuses and penalties will be calculated and assessed or paid on a semi-annual basis.

Due to the lengthy time frames involved in the SSI appeals process and the expected lack of significant data, bonuses and penalties for performance will not be assessed or paid based on the first six months of the CONTRACT.

T.2.1.2 Compliance Measurements Indicators Chart

The Compliance Measurements Indicators Chart is Attachment A, Technical Exhibit 2.1, page 2 through 4.

1. Lists the Contract requirements considered most critical to acceptable Contract performance (Column 1 of chart).
2. Denotes the indicators used to determine that the Standards have been met or exceeded (Column 2 of chart).
3. Defines the Standard of performance for each required service (Column 3 of chart).
4. Shows the Acceptable Quality Level (AQL) (Column 4 of chart) for each required service that is expected before the COUNTY assesses liquidated damages or bonuses (Column 6 of chart). A 100% in this column indicates that no degree of deviation is acceptable.
5. Shows the monitoring methods the COUNTY will use to evaluate the CONTRACTOR's performance in meeting the Contract requirements (Column 5 of chart).
6. Shows the Performance Indicator points to be assessed or deducted for exceeding the AQL for each listed Contract requirement (Column 6 of chart). These indicators serve as a baseline for assessing liquidated damages on a semi-annual basis.

The objective of the CONTRACTOR shall be to attain the highest positive point total possible. Points are granted for performance that exceeds the standards listed in the Compliance Measurements Indicators Chart. Points are deducted for performance that is below the Standard, as well as for negative compliance incidents.

7. For purposes of performance monitoring, points will be calculated and bonuses and penalties will be assessed or paid on a semi-annual basis to allow for monthly fluctuations. For compliance monitoring, points will be calculated on a per incident basis and factored in with the semi-annual calculations.

T.2.1.3 Quality Assurance

Each month, CONTRACTOR performance will be compared to the Contract Standards and AQL's using the Quality Assurance Monitoring Plan (QAMP). COUNTY may use a variety of inspection methods to evaluate the CONTRACTOR's performance, including:

1. Random sampling (for random sample tables/methods to be used, refer to book entitled "Handbook of Sampling for Auditing and Accounting" [2nd Edition] by Herbert Arkin).
2. 100% percent inspection of items, such as reports and invoices, on a periodic basis (daily, weekly, monthly, quarterly, semi-annually, or annually) as determined necessary to assure a sufficient evaluation of CONTRACTOR performance.
3. Review of reports and files.
4. Validated complaints from DPSS districts and/or administrative staff, Welfare Fraud Prevention & Investigation, community organizations, DPSS participants, other agencies, and COUNTY departments with whom CONTRACTOR has a relationship.
5. Scheduled and unscheduled site visits.

T.2.1.4 Contract Discrepancy Report (CDR)

Performance of a listed service is considered acceptable when the number of discrepancies found during contract monitoring procedures does not exceed the number of discrepancies allowed by the AQL or the win rate equals or exceeds the Standard. When the performance is unacceptable, the CONTRACTOR may be required to respond to a Contract Discrepancy Report (CDR) (Attachment A, Technical Exhibit 2.2) as follows:

1. Verbal notification of a contract discrepancy will be made to the Contract Manager or alternate as soon as possible whenever a contract discrepancy is identified. When possible, the problem shall be immediately resolved by the Contract Manager. The CCA will determine whether a CDR will be issued.
2. If a CDR is issued, it will be mailed or hand-carried, at the CCA's discretion, to the Contract Manager or alternate.

3. Upon receipt of a CDR, the CONTRACTOR is required to respond in writing to the CCA within five business days acknowledging the reported discrepancies, presenting contrary evidence or providing explanation for the questioned action, and presenting a program for immediate corrective action of all failures of performance identified in the CDR within 10 business days. The CCA may extend the deadlines when there are extenuating circumstances and an extension is favorable to the COUNTY.
4. The CCA will evaluate the CONTRACTOR's explanation on the CDR and if the CCA determines that the unsatisfactory performance was caused by circumstances beyond the CONTRACTOR's control and without fault or negligence by CONTRACTOR, the CCA may decline to either count such point(s) as unsatisfactory performance for the month, or assess the monetary penalty.

T.2.1.5 Criteria for Acceptable or Unacceptable Performance

Determination of the number of defects that renders a service unsatisfactory:

The sample is selected at random so that it will be representative of the entire population. It is compared to the Standard and conclusions are made about CONTRACTOR performance for the whole group. The random sampling plan includes the following information:

1. *Acceptable Quality Level (AQL)* - The maximum percent or number of defects that can be accepted and still meet the Contract Standard for satisfactory performance;
2. *Lot Size* - the total number of units or services to be provided;
3. *Sample Size* - the number of units to be checked in a given time period;
and
4. *Acceptance/Rejection Numbers* - the numbers that indicate whether the lot is acceptable or unacceptable.

The AQL for each sampling is taken from the PRS. The lot size is determined by estimating how often CONTRACTOR will provide a service during the sample period. To ensure each service has an equal chance of being selected, a random number table is used to determine the sample.

The *Unsatisfactory Performance Indicator (UPI)* points assessed from the sample size shall be applied to the lot size. For example, a sample size of 100 selected from a lot size of 1000, with an AQL of 10 percent, allows for 10 acceptable discrepancies. If 12 discrepancies are found, the entire lot is considered unsatisfactory. For example, if five points per incident are to be assessed, the following formula is used:

- $12 \div 100$ (sample size) = 12%
- $12\% - 10\% = 2\%$ over the AQL
- $12\% \times 1000$ (lot size) = 120 (# of unacceptable discrepancies)
- 120×5 (UPI Points) = 600

When services are determined to be unsatisfactorily performed in the time stipulated, COUNTY may still desire the service properly performed prior to the next scheduled performance review. Not all performance measurements are based on a sample or the above calculations. Those measurements that are based on the total number in the population (e.g., the percentage of hearings won monthly, quarterly, semi-annually, or annually) are identified thusly on the PRS Chart. The performance measurements of those requirements are listed in the Targeted Supplemental Security Income (SSI) Appeals Win Rate column.

T.2.1.6 Remedy of Defects

Notwithstanding a finding of unsatisfactory service and assessment of UPI, CONTRACTOR must, within a period specified by COUNTY, remedy any and all defects in the provision of CONTRACTOR's services and, as deemed necessary by the CCA, perform such services at an acceptable level.

T.2.1.7 Unsatisfactory Performance Remedies

When CONTRACTOR performance does not conform to the requirements of the Contract, COUNTY will have the option to apply the following non-performance remedies:

1. Require CONTRACTOR to implement a formal corrective action plan, subject to approval by COUNTY. In the plan, CONTRACTOR must include reasons for the unacceptable performance, specific steps to return performance to an acceptable level, and monitoring methods to prevent recurrence.

2. Require CONTRACTOR to implement a formal corrective action plan, subject to approval by COUNTY, for systematic, deliberate misrepresentations.
3. Failure of CONTRACTOR to comply with or satisfy the request(s) for improvement of performance or to perform the neglected work specified within 10 business days shall constitute authorization for COUNTY to have the service(s) performed by others. The entire cost of such work performed by others because of CONTRACTOR's failure to perform said service(s), as determined by COUNTY, shall be credited to COUNTY on CONTRACTOR's future invoice.
4. Assess monetary penalties and bonuses based on the Standards listed for the percentage of SSI awards resulting from the total number of SSI appeals as listed in the Performance Requirements Summary Chart and Compliance Measurement Indicators Chart.
5. Performance Standards, particularly those that apply to win rates, are subject to revision by COUNTY. COUNTY recognizes that significant changes in the Social Security Administration (SSA) regulations or in the composition of the subject Department of Public Social Services participant population could significantly affect the CONTRACTOR's ability to achieve or exceed the Performance Standards.

PERFORMANCE REQUIREMENTS SUMMARY CHART

Attachment A, Technical Exhibit 2.1

Page 1 of 4

| Required Services | Performance Indicator | Standard(s) | Monitoring Methods | Targeted SSI Appeals Win Rate | Performance Incentives and Liquidated Damages for Deviations from Targeted SSI Appeals Win Rate |
|--|--|---|--|-------------------------------|--|
| Statement of Work (Attachment A) <u>Section 1.1</u> Scope of Work | CONTRACT-OR achieves or exceeds SSI appeals win rate standard. | On a semi-annual basis, CONTRACTOR meets or exceeds a 47% SSI appeals win rate standard. Win rate is determined by dividing the number of wins by the number of wins plus losses. The formula: $\frac{\# \text{ of wins}}{(\# \text{ wins} + \# \text{ losses})}$ Dismissals and Withdrawals are not factored into the formula. They are reviewed separately by the CCA (Section 1.8.12.2). | Semi-Annual review of Monthly Management Reports and CONTRACT-OR invoices. | 60.0% or Higher | BONUS - \$15,000 bonus to be added to next invoice payment. |
| | | | | 59.99% to 55.0% | BONUS - \$10,000 bonus to be added to next invoice payment. |
| | | | | 54.99% to 47.0% | Minimum acceptable performance. |
| | | | | 46.99% to 45.0% | CONTRACTOR must submit action plan to improve win rate and is put on notice that Contract may be subject to cancellation if performance does not improve. |
| | | | | 44.99% or Lower | CONTRACTOR assessed \$5,000 in liquidated damages against next invoice payment for failure to meet minimal performance standard. CONTRACTOR must submit action plan to improve win rate and is put on notice that Contract may be subject to cancellation if performance does not improve. |

COMPLIANCE MEASUREMENT INDICATORS

Attachment A, Technical Exhibit 2.1 Page 2 of 4

| Required Services | Performance Indicator | Standard(s) | Targeted Acceptable Quality Level (AQL) | Monitoring Methods | Monthly Unsatisfactory Performance Indicator Points Deducted For Exceeding the AQL |
|---|---|--|---|---|---|
| Statement of Work (Attachment A) <u>Section 1.2.2</u> - CONTRACTOR Personnel - General | Sufficient qualified staff recruited/trained/retained by Contract start-up/ongoing. | Staff meet criteria as outlined in this section. Unsuitable staff replaced and all supervisory, administrative and direct labor vacancies filled within 20 days at CCA request. Contract Manager and/or alternate available eight hours a day, Mon. through Fri. | 100.0% | Receipt and review of staff résumés, review of records. Substantiated user complaint or on-site investigation. | 20 points deducted for each résumé that indicates staff member does not meet criteria or résumé contains inaccurate data discernible to CONTRACTOR. 25 points deducted per day, beginning on the 21 st workday, for failure to fill vacancies or to replace unacceptable staff. 20 points deducted per day, prorated for partial day, per uncovered day. |
| Statement of Work (Attachment A) <u>Section 1.3</u> - Quality Control Plan | CONTRACTOR provides revised QC Plan upon CCA request. Maintains QC review records and provides upon CCA request. | Revised QC Plan received by CCA within 10 business days after written request by CCA. File of QC review records maintained. | 100.0% Review of revised plan. | Periodic review of records. | 25 points deducted per day late. 5 points per item deficient. 50 points deducted if CONTRACTOR cannot demonstrate that QC review records exist or are maintained. |
| Statement of Work (Attachment A) <u>Section 1.4.4</u> - Contract Discrepancy Reports | Contract Manager responds to notification of Contract discrepancies. | Response to verbal notification within 10 business days. Respond to written notification within five business days and provide corrective action plan within 10 business days. | 100.0% | Substantiated user complaint or on-site investigation. | 25 points deducted per day late. |
| Statement of Work (Attachment A) <u>Sections 1.5</u> - Hours of Operation | Office hours posted indicating office is open for eight hours per day, Monday through Friday. CONTRACTOR maintains plan to ensure Attorney appears for scheduled hearings. | CONTRACTOR staff is available for services eight hours per day Monday through Friday, 7:30 a.m. – 6:30 p.m.. CONTRACTOR Attorney appears for scheduled hearings. | 100.0% | Substantiated user complaint or on-site investigation. | 20 points deducted per each day, prorated for partial days, that service hours are less than eight hours a day, Monday through Friday. 50 points deducted if CONTRACTOR attorney does not appear for SSI hearing. |
| Statement of Work (Attachment A) <u>Sections 1.7</u> - CONTRACTOR Furnished Items | CONTRACTOR furnishes appropriate office equipment, office locations, internet and e-mail service. | Equipment, service and office locations are sufficient to perform services under this Contract. | 100.0% | Review of records, or on-site investigation. | 5 points deducted per day equipment and services not furnished or office location within one-hour bus commute not available. |

Attachment A, Technical Exhibit 2.1
Page 3 of 4

| Required Services | Performance Indicator | Standard(s) | Targeted Acceptable Quality Level (AQL) | Monitoring Methods | Monthly Unsatisfactory Performance Indicator Points Deducted For Exceeding the AQL |
|--|--|---|--|--|---|
| Statement of Work (Attachment A) <u>Section 1.8.2</u> - Appointments | CONTRACTOR ensures staff available for appointments, notifies participants of appointment and location, honors all appointments set for the day, accepts all referrals, and maintains records. | All appropriate referrals seen in a timely manner with records maintained. | 100.0% | Random sample, review of records, substantiated user complaint, on-site investigation. | 20 points deducted for each instance of appointment not set or an appropriate referral turned away. 5 points deducted per item deficient in appointment records. |
| Statement of Work (Attachment A) <u>Section 1.8.3 through 1.8.6</u> - Case Management | CONTRACTOR complies with case management procedures, documentation and time frames | Work procedures ensure participants are seen timely; case file is properly documented and prepared for the SSI hearing. | 100.0% | Random sample, review of records, substantiated user complaint, on-site investigation. | 5 points deducted per item deficient in case records. |
| Statement of Work (Attachment A) <u>Section 1.8.7 through 1.8.9</u> - Notifications | CONTRACTOR provides notifications, LEADER computer system and Monthly Reports of significant case events . | CONTRACTOR sends notices in a timely manner with the appropriate annotations, as described in these sections. | 100.0% | Random sample, review of records, on-site investigation. | 10 points deducted per item not reported. |
| Statement of Work (Attachment A) <u>Section 1.8.10</u> Use of LEADER Computer System | CONTRACTOR staff enters data into LEADER system and prints referral data. LEADER User System Security Agreements signed. LEADER system used to access pertinent data as needed. | LEADER User System Security Agreements signed by CONTRACTOR staff with LEADER access and kept on file. All appropriate data entered in a timely manner. | 100.0% | Random sample, review of records, on-site investigation. | 5 points deducted per case not updated on LEADER as discussed in Section 1.8.10. 5 to 20 points deducted for each incident of a security violation of LEADER data, depending on severity of violation, as determined by CCA. |
| Statement of Work (Attachment A) <u>Section 1.8.11</u> - Records Retention Tasks | Maintenance of folders for GR/CAPL participants. | Case file is properly documented, with all items listed in this section, and prepared for the SSI hearing. | 100.0% | Random sample, review of records, on-site investigation. | 5 points deducted per item deficient within case files. |

Attachment A, Technical Exhibit 2.1

Page 4 of 4

| | | | | | |
|---|---|---|--------|---|--|
| Statement of Work (Attachment A) <u>Section 1.8.12</u> - Reporting Tasks | Monthly Management Report (MMR) and Invoice due by the 15 th day following reporting month. Report format follows Appendix B, Technical Exhibit 4. | MMR contains complete and accurate statistical data of monthly operations, including explanations and comments as discussed in this section. | 100.0% | Random sample, review of records, on- site investigation. | 5 points deducted per item deficient or data missing on each MMR. 25 points deducted per day late. BONUS: 5 points added if MMR and invoice received before 10 th day every month of rating period. 10 points added if MMR and invoice received before 5 th day every month of rating period. 5 points added in rating period if CONTRACTOR separately lists participants failing to appear at appointments/SSI hearing. |
| <u>BONUS ITEM</u> | With CCA approval, CONTRACTOR provides a training segment at DPSS workshops for SSI Advocates. | CONTRACTOR provides training, enhances skills and performance of SSI Advocates. | 100.0% | Training Satisfaction Questionnaire. On-site participation. | 5 points added if DPSS SSI Advocates rate training as satisfactory or higher. Maximum 5 points in rating period. |
| <u>BONUS ITEM</u> | CCA determines that the CONTRACTOR demonstrates substantial improvement in participant appearances at SSI hearing. | CONTRACTOR demonstrates substantial improvement in participant appearances at SSI hearing from one rating period to another. | 100.0% | Random sample Review of records. | 1 point for each percentage improvement. Maximum 5 points in rating period. |
| <u>BONUS ITEM</u> | CONTRACTOR demonstrates quality communication with SSI Advocates. | CONTRACTOR receives at least a rating of "satisfactory" in rating reviews from SSI Advocate surveys. | 100.0% | Random sample Review of records. | 5 points added if SSI Advocates rate communication and provision of case updates as above average or higher. Maximum 5 points in rating period. |
| <u>Section V</u> - Complies with all terms and conditions in this section. | Notices posted and/or provided to CONTRACTOR staff as appropriate. | Review indicates compliance such as notices posted in CONTRACTOR facilities and easily accessible to employees and/or participants. | 100.0% | User complaint or on- site investigation. | 5 points per incident. |

RESULTS OF POINTS ASSESSMENTS AND DEDUCTIONS

| | |
|--|--|
| -50 (Negative Points) to -99 Points | Compliance at issue. Comprehensive Corrective Action plan from CONTRACTOR required within 30 days. Contract subject to termination at the convenience of the COUNTY. |
| -100 or lower Points (Negative Points) | \$2,000 Penalty for Not in Compliance. Comprehensive Corrective Action plan from CONTRACTOR required within 30 days. Contract subject to termination at the convenience of the COUNTY. |

CONTRACT DISCREPANCY REPORT (SAMPLE)

TO:

FROM:

DATES: Prepared: _____
 Returned by CONTRACTOR: _____
 Action Completed: _____

DISCREPANCY PROBLEMS: _____

Signature of County Contract Administrator

Date

CONTRACTOR RESPONSE (Cause and Corrective Action): _____

Signature of Contract Manager

Date

COUNTY EVALUATION OF CONTRACTOR RESPONSE: _____

Signature of CCA

Date

COUNTY ACTIONS: _____

CONTRACTOR Notified of Action:

Signature of County Contract Administrator: _____

**GENERAL RELIEF/CASH ASSISTANCE PROGRAM FOR IMMIGRANTS
PARTICIPANT'S CONSENT FORM
FOR SSI APPEAL REPRESENTATION**

Case Name: _____ Social Security Number: _____

Case Number: _____ Aid Program: _____

I, (Name), **UNDERSTAND THAT** I have the right to have anyone of my choice represent me for my Supplemental Security Income (SSI) formal hearing before the Social Security Administration to appeal the denial of my application for SSI assistance.

Check one:

☐ INDEPENDENTLY OBTAINED AUTHORIZED REPRESENTATIVE

I choose to have someone other than _____ to represent me for the SSI formal hearing. I understand I can obtain referrals for representation by contacting: Social Security Administration (213) 381-0361, Los Angeles County Bar, Lawyer Referral Service (213) 622-6700, or Legal Aid (213) 487-3320. I also understand that I am responsible for payment of any and all fees if I choose to use another representative.

☐ AUTHORIZED REPRESENTATIVE CONTRACTED BY LOS ANGELES COUNTY

I authorize _____ to represent me in the SSI formal hearing. I **UNDERSTAND THAT I HAVE THE RIGHT TO DISMISS THE COUNTY REPRESENTATIVE. I UNDERSTAND THAT THERE IS NO COST TO ME FOR THIS SERVICE.**

I have the responsibility to immediately notify my authorized representative if I decide to dismiss him/her as my representative. I understand that Social Security regulations require me to notify the Social Security Administration in writing of any change in my representative.

I HAVE READ AND UNDERSTAND THE ABOVE.

SIGNATURE

DATE

SSI APPEALS PROGRAM
MONTHLY MANAGEMENT REPORT
GENERAL RELIEF

Region _____

Month/Year _____

Date _____

Contractors Signature

1. Number of pending cases from previous month's report
(#11 from previous month's report) _____
2. Number of new referrals received this month _____
3. TOTAL CASES ON HAND (1+2) _____
4. Number of "No Shows" at initial interview _____
5. Number of cases withdrawn for the month (a+b+c) _____
 - (a) Number of Other Reps. _____
 - (b) Number of Self-Reps. _____
 - (c) Other (explain: _____) _____
6. Number of cases dismissed at hearing (a+b+c) _____
 - (a) Participant failed to appear
at hearing _____
 - (b) Participant requested at hearing
to withdraw Request for Hearing _____
 - (c) Other (explain: _____) _____
7. Number of final decisions at the hearing level
received this month (a+d) _____
 - (a) Number of Approvals _____
 - (b) Number of Denials (Less) _____
 - (c) Number of Denials Appealed _____
 - (d) Net Denials _____

SSI APPEALS PROGRAM
MONTHLY MANAGEMENT REPORT
GENERAL RELIEF

Region _____

Month/Year _____

8. Number of final decisions at the Appeals Council level received this month (a+d) _____
- (a) Number of Approvals _____
- (b) Number of Denials (Less) _____
- (c) Number of Denials Appealed _____
- (d) Net Denials _____
9. Number of final decisions at the Federal Court level received this month (a+b) _____
- (a) Number of Approvals _____
- (b) Number of Denials _____
10. TOTAL NUMBER OF DISPOSITIONS AS OF LAST DAY OF MONTH (4+5+6+7+8+9) _____
11. Number of cases pending (3-10) _____

**SSI APPEALS PROGRAM
MONTHLY MANAGEMENT REPORT
GENERAL RELIEF**

12. FINAL DISPOSITION OF CASES THIS MONTH (MUST EQUAL #10 ABOVE)

| PARTICIPANT'S NAME | SOCIAL SECURITY NUMBER | DPSS CASE NUMBER | DATE OF SSI HEARING | HEARING DISPOSITION (i.e., Approval, Denial, Dismissal, Withdrawal, Other) Attach Explanations for Dismissal, Withdrawal and Other |
|-------------------------------|---------------------------------------|---------------------------------|------------------------------------|--|
| 1. | | | | |
| 2. | | | | |
| 3. | | | | |
| 4. | | | | |
| 5. | | | | |
| 6. | | | | |
| 7. | | | | |
| 8. | | | | |
| 9. | | | | |
| 10. | | | | |
| 11. | | | | |
| 12. | | | | |
| 13. | | | | |
| 14. | | | | |
| 15. | | | | |
| 16. | | | | |
| 17. | | | | |
| 18. | | | | |
| 19. | | | | |

**SSI APPEALS PROGRAM
MONTHLY MANAGEMENT REPORT
GENERAL RELIEF**

13. HEARINGS HELD THIS MONTH

| PARTICIPANT'S NAME | SOCIAL SECURITY NUMBER | DPSS CASE NUMBER | SSI HEARING DATE |
|---------------------------|-----------------------------------|-----------------------------|-----------------------------|
| 1. | | | |
| 2. | | | |
| 3. | | | |
| 4. | | | |
| 5. | | | |
| 6. | | | |
| 7. | | | |
| 8. | | | |
| 9. | | | |
| 10. | | | |
| 11. | | | |
| 12. | | | |
| 13. | | | |
| 14. | | | |
| 15. | | | |
| 16. | | | |
| 17. | | | |
| 18. | | | |
| 19. | | | |
| 20. | | | |
| 21. | | | |
| 22. | | | |

**SSI APPEALS PROGRAM
MONTHLY MANAGEMENT REPORT
CAPI**

Region _____

Month/Year _____

Date _____

Contractor's Signature

1. Number of pending cases from previous month's report
(#11 from previous month's report) _____
2. Number of new referrals received this month _____
3. TOTAL CASES ON HAND (1+2) _____
4. Number of "No Shows" at initial interview _____
5. Number of cases withdrawn for the month (a+b+c) _____
 - (a) Number of Other Reps. _____
 - (b) Number of Self-Reps. _____
 - (c) Other (explain: _____) _____
6. Number of cases dismissed at hearing (a+b+c) _____
 - (a) Participant failed to appear
at hearing _____
 - (b) Participant requested at hearing
to withdraw Request for hearing _____
 - (c) Other (explain: _____) _____
7. Number of final decisions at the hearing level
received this month (a+d) _____
 - (a) Number of Approvals _____
 - (b) Number of Denials (Less) _____
 - (c) Number of Denials Appealed _____
 - (d) Net Denials _____

**SSI APPEALS PROGRAM
MONTHLY MANAGEMENT REPORT
CAPI**

Region _____

Month/Year _____

8. Number of final decisions at the Appeals Council level received this month (a+d) _____
- (a) Number of Approvals _____
- (b) Number of Denials (Less) _____
- (c) Number of Denials Appealed _____
- (d) Net Denials _____
9. Number of final decisions at the Federal Court level received this month (a+b) _____
- (a) Number of Approvals _____
- (b) Number of Denials _____
10. TOTAL NUMBER OF DISPOSITIONS AS OF LAST DAY OF MONTH (4+5+6+7+8+9) _____
11. Number of cases pending (3-10) _____

**SSI APPEALS PROGRAM
MONTHLY MANAGEMENT REPORT
CAPI**

12. FINAL DISPOSITION OF CASES THIS MONTH (MUST EQUAL #10 ABOVE)

| PARTICIPANT'S NAME | SOCIAL SECURITY NUMBER | DPSS CASE NUMBER | DATE OF SSI HEARING | HEARING DISPOSITION (i.e., Approval, Denial, Dismissal, Withdrawal, Other) Attach Explanations for Dismissal, Withdrawal and Other |
|-------------------------------|---------------------------------------|---------------------------------|------------------------------------|--|
| 1. | | | | |
| 2. | | | | |
| 3. | | | | |
| 4. | | | | |
| 5. | | | | |
| 6. | | | | |
| 7. | | | | |
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| 9. | | | | |
| 10. | | | | |
| 11. | | | | |
| 12. | | | | |
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| 16. | | | | |
| 17. | | | | |
| 18. | | | | |
| 19. | | | | |

**SSI APPEALS PROGRAM
MONTHLY MANAGEMENT REPORT
CAPI**

13. HEARINGS HELD THIS MONTH

| PARTICIPANT'S NAME | SOCIAL SECURITY NUMBER | DPSS CASE NUMBER | SSI HEARING DATE |
|---------------------------|-----------------------------------|-----------------------------|-----------------------------|
| 1. | | | |
| 2. | | | |
| 3. | | | |
| 4. | | | |
| 5. | | | |
| 6. | | | |
| 7. | | | |
| 8. | | | |
| 9. | | | |
| 10. | | | |
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| 17. | | | |
| 18. | | | |
| 19. | | | |
| 20. | | | |
| 21. | | | |
| 22. | | | |

**SSI APPEALS PROGRAM INVOICE
GENERAL RELIEF**

Invoice Month/Year _____

Region _____

Vendor: _____

Address: _____

Telephone: _____

Social Security or
Tax ID number: _____

Contract Number: _____

| <u>Participant Name</u> | <u>SSN</u> | <u>Case No.</u> | <u>Decision Date</u> |
|-------------------------|------------|-----------------|----------------------|
|-------------------------|------------|-----------------|----------------------|

- 1.
- 2.
- 3.
- 4.
- 5.
- 6.
- 7.
- 8.
- 9.
- 10.
- 11.

Total Number of Approved Cases: _____

Cost Per Win: \$ _____

TOTAL DUE CONTRACTOR \$ _____

Contractor's Authorizing Signature

Date _____

CCA's Signature

Date _____

**SSI APPEALS PROGRAM INVOICE
CASH ASSISTANCE PROGRAM FOR IMMIGRANTS**

Invoice Month/Year _____

Region _____

Vendor: _____

Address: _____

Telephone: _____

Social Security or
Tax ID number: _____

Contract Number: _____

| <u>Participant Name</u> | <u>SSN</u> | <u>Case No.</u> | <u>Decision Date</u> |
|-------------------------|------------|-----------------|----------------------|
|-------------------------|------------|-----------------|----------------------|

- 1.
- 2.
- 3.
- 4.
- 5.
- 6.
- 7.
- 8.
- 9.
- 10.
- 11.

Total Number of Approved Cases: _____

Cost Per Win: \$ _____

TOTAL DUE CONTRACTOR \$ _____

Contractor's Authorizing Signature

Date _____

CCA's Signature

Date _____

SSI APPEALS - CONTRACT REGIONS**(See Following Pages for DPSS GR District Office Boundaries and Map)**

| | |
|---|--|
| <p><i>REGION I</i></p> <p>Civic Center 813 E. 4th Street Los Angeles, CA 90013</p> <p>Metro East 2855 E. Olympic Blvd. Los Angeles, CA 90023</p> | <p><i>REGION II</i></p> <p>Wilshire Special* 2415 West Sixth Street Los Angeles, CA 90057</p> <p>Rancho Park 10961 Pico Blvd. Los Angeles, CA 90064</p> |
| <p><i>REGION III</i></p> <p>South Special 17600 "B" Santa Fe Rancho Dominguez, CA 90221</p> | <p><i>REGION IV</i></p> <p>Metro Special 2707 So. Grand Ave. Los Angeles, CA 90007</p> |
| <p><i>REGION V</i></p> <p>Glendale* 4680 San Fernando Rd. Glendale, CA 91204</p> <p>Pasadena 955 N. Lake Pasadena, CA 91104</p> | <p><i>REGION VI</i></p> <p>San Gabriel Valley* 3352 Aerojet Ave. El Monte, CA 91731</p> <p>Pomona 2040 W. Holt Ave. Pomona, CA 91768</p> |
| <p><i>REGION VII</i></p> <p>South Central 10728 S. Central Ave. Los Angeles, CA 90059</p> <p>Southwest Special 1326 W. Imperial Hwy. Los Angeles, CA 90044</p> | <p><i>REGION VIII</i></p> <p>Lancaster 349-B East Avenue K-6 Lancaster, CA 93535</p> <p>San Fernando Branch 12847 Arroyo St. Sylmar, CA 91342</p> |

* CAPI District Office

GR DISTRICT OFFICE BOUNDARIES - LOS ANGELES COUNTY

Region I (Civic Center and Metro East Districts)

Civic Center District

The Civic Center District services the central Los Angeles area, including downtown skid row.

Metro East

The Metro East district boundary area includes portions of the City of Los Angeles, the cities of Bell, Maywood, Vernon, Huntington Park, and touches the City of Monterey Park to the east, as well as the unincorporated areas.

On the north, the district extends to the San Bernardino Freeway, and to the city of South Gate on the south. The western boundaries are the Golden State Freeway, the Los Angeles River, and Alameda Avenue. The western boundaries separate the East Los Angeles community from the central and greater Los Angeles area.

Region II (Wilshire Special and Rancho Park)

Wilshire Special

The Wilshire Special District services the communities of Echo Park, Silver Lake, Hollywood and part of central Los Angeles.

Rancho Park

The Rancho Park District serves the West Los Angeles area. The district services an area that stretches from Mulholland Drive on the north to Florence Avenue on the south, and from Crenshaw Boulevard on the east to the Pacific Ocean on the west.

Region III (South Special)

South Special

The district boundaries are Willowbrook, Huntington Park, Bell, Bell Gardens, Pico Rivera, City of Industry, Hacienda Heights, and Rowland Heights to the north, Orange County to the east, the Pacific Ocean including Santa Catalina Island to the south, and Torrance, Gardena, Hawthorne and Inglewood to the west.

Region IV (Metro Special)

Metro Special

The district serves the South Central metropolitan area of Los Angeles.

Region V (Glendale and Pasadena)

Glendale

The Glendale District serves the Glendale area.

Pasadena

Pasadena District serves the communities of Pasadena, South Pasadena, San Marino, Arcadia, Altadena, Sierra Madre, and Monrovia.

Region VI (San Gabriel Valley and Pomona)

San Gabriel Valley

The district serves the communities of Alhambra, San Gabriel, and Temple City, and parts of Arcadia, El Monte, Monrovia, Monterey Park, and Rosemead.

Pomona

The district serves the communities of Pomona, Claremont, San Dimas, La Verne, Azusa, Covina, West Covina, Glendora, Walnut, Diamond Bar, and Rowland Heights.

Region VII (Southwest Special and South Central)

Southwest Special

The district boundaries extend from the inner city to such communities as Manhattan Beach, Hermosa Beach, and Marina Del Rey.

South Central

The district serves South Central Los Angeles.

Region VIII (San Fernando Valley and Lancaster)

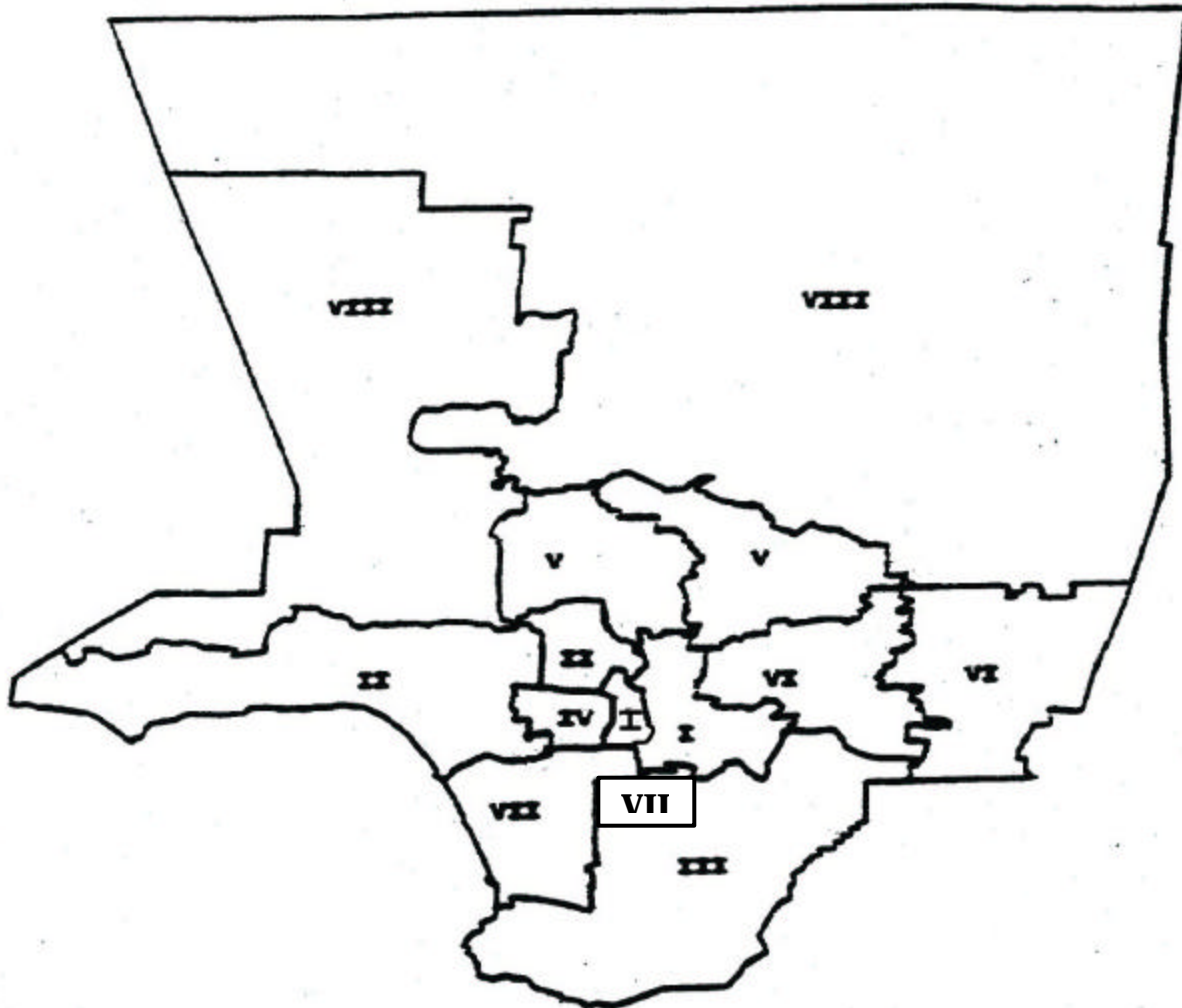
San Fernando Valley

The district provides services to the San Fernando Valley.

Lancaster

The boundaries are the San Bernardino County line on the east, the Kern County line on the north, and the Ventura County line to the northwest. In addition, this district serves the Santa Clarita Valley.

MAP OF DPSS REGIONS



LIST OF SSA OFFICES OF HEARINGS AND APPEALS (OHA)

| | |
|--|---|
| Los Angeles | City National Bank Building 606 South Olive St., Suite 1200 Los Angeles, CA 90014 |
| Downey | Downey National Bank Building 8345 Firestone Blvd., Suite 210 Downey, CA 90241 |
| Long Beach (Includes Lancaster) | Federal Office Building 501 West Ocean Blvd., Suite 5300 Long Beach, CA 90802 |
| Pasadena | Grosvenor Plaza 150 S. Los Robles Ave., Suite 500 Pasadena, CA 91101 |
| West Los Angeles | Federal Office Building 11000 Wilshire Blvd., Suite 8200 W. Los Angeles, CA 90024 |
| Santa Ana/Orange (Handles hearings for Pomona Cases) | Centrum North 1120 W. La Veta Ave., Suite 600 Orange, CA 92668 |

SSA FORMS

| | |
|-------------------|---|
| HA-501 | <u>Request for Hearing by Administrative Law Judge</u> |
| HA 4486 | <u>Claimant's Statement When Request for Hearing Is Filed and the Issue Is Disability</u> |
| SSA-1696 | <u>Appointment of Representative</u> |
| SSA-827 | <u>Authorization for Source to Release Information to the Social Security Administration</u> |
| SSA-1560 | <u>Petition to Obtain Approval for a Fee for Representing a Claimant Before the Social Security Administration</u> |
| Unnumbered | <u>SSA Model Fee Agreement</u> |

HA-501

Request for Hearing by Administrative Law Judge

| | | | |
|--|------------------------------|--|-----------------------------|
| SOCIAL SECURITY ADMINISTRATION OFFICE OF HEARINGS AND APPEALS | | Form Approved OMB No. 0960-0269 | |
| REQUEST FOR HEARING BY ADMINISTRATIVE LAW JUDGE <i>(Take or mail original and all copies to your local Social Security office, the Veterans Affairs Regional Office in Manila or any U.S. Foreign Service post)</i> | | See Privacy Act Notice on Reverse | |
| 1. CLAIMANT | 2. WAGE EARNER, IF DIFFERENT | 3. SOC. SEC. CLAIM NUMBER | 4. SPOUSE'S CLAIM NUMBER |
| 5. I REQUEST A HEARING BEFORE AN ADMINISTRATIVE LAW JUDGE. I disagree with the determination made on my claim because: | | | |
| | | | |
| <small>An Administrative Law Judge of the Office of Hearings and Appeals will be appointed to conduct the hearing or other proceedings in your case. You will receive notice of the time and place of a hearing at least 20 days before the date set for a hearing.</small> | | | |
| 6. I have additional evidence to submit. <input type="checkbox"/> Yes <input type="checkbox"/> No Name and address of source of additional evidence: <small>(Please submit it to the Social Security office, The Veterans Affairs Regional Office in Manila or any U.S. Foreign Service post within 10 days. Attach an additional sheet if you need more space.)</small> | | 7. Check one of the blocks: <input type="checkbox"/> I wish to appear at a hearing. <input type="checkbox"/> I do not wish to appear at a hearing and I request that a decision be made based on the evidence in my case. <small>(Complete Waiver Form HA-4600)</small> | |
| <small>You have a right to be represented at the hearing. If you are not represented but would like to be, your Social Security office will give you a list of legal referral and service organizations. If you are represented and have not done so previously, complete and submit form SSA-1696 (Appointment of Representative). [You should complete No. 8 and your representative (if any) should complete No. 9. If you are represented and your representative is not available to complete this form, you should also print his or her name, address, etc., in No. 9.]</small> | | | |
| 8. (CLAIMANT'S SIGNATURE) (DATE) | | 9. (REPRESENTATIVE'S SIGNATURE/NAME) (DATE) | |
| ADDRESS | | ADDRESS <input type="checkbox"/> ATTORNEY; <input type="checkbox"/> NON ATTORNEY; | |
| CITY STATE ZIP CODE | | CITY STATE ZIP CODE | |
| TELEPHONE NUMBER FAX NUMBER | | TELEPHONE NUMBER FAX NUMBER | |
| TO BE COMPLETED BY SOCIAL SECURITY ADMINISTRATION-ACKNOWLEDGMENT OF REQUEST FOR HEARING | | | |
| 10. Request received for the Social Security Administration on _____ by: _____ (Date) (Print Name) | | | |
| (Title) | | (Address) | (Serving FO Code) (PC Code) |
| 11. Was the request for hearing received within 65 days of the reconsidered determination? <input type="checkbox"/> YES <input type="checkbox"/> NO <small>If no is checked, attach claimant's explanation for delay; and attach copy of appointment notice, letter, or other pertinent material or information in the Social Security office.</small> | | | |
| 12. Claimant is represented <input type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> List of legal referral and service organizations provided | | 15. Check all claim types that apply: | |
| 13. Interpreter needed <input type="checkbox"/> Yes <input type="checkbox"/> No Language (including sign language): _____ | | <input type="checkbox"/> RSI only (RSI) <input type="checkbox"/> Title II Disability-worker or child only (D/WC) <input type="checkbox"/> Title II Disability-Widow(er) only (D/WW) <input type="checkbox"/> SSI Aged only (SSIA) <input type="checkbox"/> SSI Blind only (SSIB) <input type="checkbox"/> SSI Disability only (SSDI) <input type="checkbox"/> SSI Aged/Title II (SSAC) <input type="checkbox"/> SSI Blind/Title II (SSBC) <input type="checkbox"/> SSI Disability/Title II (SSDC) <input type="checkbox"/> HI Entitlement (HIE) <input type="checkbox"/> Title VIII Only (SVB) <input type="checkbox"/> Title VIII/Title XVI (SVB/SSI) <input type="checkbox"/> Other - Specify: _____ | |
| 14. Check one: <input type="checkbox"/> Initial Entitlement Case <input type="checkbox"/> Disability Cessation Case <input type="checkbox"/> Other Postentitlement Case | | | |
| | | | |
| FORM HA-501-05 (9-2001) EF (03-2002) Destroy Prior Editions | | REPRESENTATIVE | |

Claimant's Statement When Request for Hearing Is Filed and the Issue Is Disability **PAGE 1 OF 2**

Form Approved
OMB No. 0950-0215

CLAIMANT'S STATEMENT WHEN REQUEST FOR HEARING IS FILED AND THE ISSUE IS DISABILITY

Print, type or write clearly and answer all questions to the best of your ability. Complete answers will aid in processing the claim. IF ADDITIONAL SPACE IS NEEDED, ATTACH A SEPARATE STATEMENT TO THIS FORM.

| | |
|---|------------------------|
| CLAIMANT'S NAME | SOCIAL SECURITY NUMBER |
| WAGE EARNER (leave blank if name is the same as the claimant's) | SOCIAL SECURITY NUMBER |

PRIVACY ACT AND PAPERWORK ACT NOTICE: The Social Security Act (section 2056a), 702, 16318(a)(1)(A) and (B), and 16318(b)(1) and (c), as appropriate, authorized the collection of information on this form. We will use the information on your recent activities, condition, medical treatment, and medications to help us decide if we need to obtain more information. You do not have to give it, but if you do not you may not receive benefits under the Social Security Act. We may give out the information on this form without your written consent if we need to get more information to decide if you are eligible for benefits or if a Federal law requires us to do so. Specifically, we may provide information to another Federal, State, or local government agency which is deciding your eligibility for a government benefit or program; to the President or a Congressman inquiring on your behalf; to an independent party who needs statistical information for a research paper or audit report on a Social Security program; or to the Department of Justice to represent the Federal Government in a court suit related to a program administered by the Social Security Administration.

We may also use the information you give us when we match records by computer. Matching programs compare our records with those of other Federal, State, or local government agencies. Many agencies may use matching programs to find or prove that a person qualifies for benefits paid by the Federal government. The law allows us to do this even if you do not agree to it.

Explanations about these and other reasons why information you provide us may be used or given out are available in Social Security offices. If you want to learn more about this, contact any Social Security office.

TIME IT TAKES TO COMPLETE THIS FORM

We estimate that it will take you about 15 minutes to complete this form. This includes the time it will take to read the instructions, gather the necessary facts and fill out the form. If you have comments or suggestions on this estimate, or on any other aspect of this form, write to the Social Security Administration, ATTN: Reports Clearance Office, 1-A-21 Operations Bldg., Baltimore, MD 21205-0001, and to the Office of Management and Budget, Paperwork Reduction Project 0950-0215, Washington, D.C. 20503. Send only comments relating to our estimate or other aspects of this form to the offices listed above. All requests for Social Security cards and other claim-related information should be sent to your local Social Security office whose address is listed in your telephone directory under the Department of Health and Human Services.

| | | |
|--|------------------------------|-----------------------------|
| 1. Have you worked since _____, the date your request for reconsideration was filed? (If yes, describe the nature and extent of work.) → | <input type="checkbox"/> Yes | <input type="checkbox"/> No |
|--|------------------------------|-----------------------------|

| | | |
|---|------------------------------|-----------------------------|
| 2. Has there been any change in your condition since the above date? (If yes, describe the change.) → | <input type="checkbox"/> Yes | <input type="checkbox"/> No |
|---|------------------------------|-----------------------------|

| | | |
|---|------------------------------|-----------------------------|
| 3. Have your daily activities and/or social functioning changed since the above date? (If yes, describe the changes.) → | <input type="checkbox"/> Yes | <input type="checkbox"/> No |
|---|------------------------------|-----------------------------|

| | | |
|--|------------------------------|-----------------------------|
| 4a. Have you been treated or examined by a physician (other than as a patient in a hospital) since the above date? (If yes, complete the following.) → | <input type="checkbox"/> Yes | <input type="checkbox"/> No |
|--|------------------------------|-----------------------------|

| | |
|-------------------------------------|------------------------------|
| NAME OF PHYSICIAN | ADDRESS (include ZIP code) |
| AREA CODE AND TELEPHONE NUMBER | |
| HOW OFTEN DO YOU SEE THIS PHYSICIAN | DATES YOU SAW THIS PHYSICIAN |
| REASON FOR VISIT | |

TYPE OF TREATMENT RECEIVED (include drugs, surgery, tests)

Claimant's Statement When Request for Hearing Is Filed and the Issue Is Disability **PAGE 2 OF 2**

| | | |
|---|------------------------------------|----------------------|
| 4b. Have you seen any other physician since the above date? → <input type="checkbox"/> Yes <input type="checkbox"/> No <i>(If yes, show the following:)</i> | | |
| NAME OF PHYSICIAN | ADDRESS (include ZIP code) | |
| AREA CODE AND TELEPHONE NUMBER | | |
| HOW OFTEN DO YOU SEE THIS PHYSICIAN | DATES YOU SAW THIS PHYSICIAN | |
| REASON FOR VISIT | | |
| TYPE OF TREATMENT RECEIVED (include drugs, surgery, tests) | | |
| If you have seen other physicians since you filed your claim, attach a list of their names, addresses, dates and reasons for visits. | | |
| 5. Have you been hospitalized, or treated at a clinic or confined in a nursing home or extended care facility for your illness or injury since the above date? → <input type="checkbox"/> Yes <input type="checkbox"/> No <i>(If yes, show the following:)</i> | | |
| NAME OF FACILITY | ADDRESS (include ZIP code) | |
| PATIENT OR CLINIC NUMBER | | |
| WERE YOU AN INPATIENT? (Stayed at least overnight) | DATES OF ADMISSIONS AND DISCHARGES | |
| <input type="checkbox"/> Yes <input type="checkbox"/> No <i>If yes, show</i> → | | |
| WERE YOU AN OUTPATIENT | DATES OF VISITS | |
| <input type="checkbox"/> Yes <input type="checkbox"/> No <i>If yes, show</i> → | | |
| REASON FOR HOSPITALIZATION, CLINIC VISITS, OR CONFINEMENT | | |
| TYPE OF TREATMENT RECEIVED (include drugs, surgery, tests) | | |
| If you have been in other hospitals, clinics, nursing homes, or extended care facilities for your illness or injury, attach a list of the names, addresses, patient or clinic numbers, dates and reasons for hospitalization, clinic visits, or confinement. | | |
| 6. Have you received medical or vocational services from a community agency since the above date? (If you, indicate below the name, address and telephone number of the agency.) → <input type="checkbox"/> Yes <input type="checkbox"/> No | | |
| | | |
| 7. Are you now taking any prescription drugs or medications? → <input type="checkbox"/> Yes <input type="checkbox"/> No <i>(If yes, list them below.)</i> | | |
| NAME OF MEDICATION(S) | DOSAGE BEING TAKEN | NAME OF PHYSICIAN(S) |
| | | |
| | | |
| | | |
| 8. Are you now taking any nonprescription drugs or medications? → <input type="checkbox"/> Yes <input type="checkbox"/> No <i>(If yes, list them below.)</i> | | |
| NAME OF MEDICATION(S) | DOSAGE BEING TAKEN | |
| | | |
| | | |
| 9. Have you filed (or do you intend to file) for workers' compensation? → <input type="checkbox"/> Yes <input type="checkbox"/> No <i>(If you have filed for workers' compensation and have received an award, please bring a copy of the award notice, redemption order, or settlement to your hearing.)</i> | | |

Appointment of Representative

Social Security Administration

Form Approved

Please read the back of the last copy before you complete this form.

OMB No. 0960-0527

| | |
|---------------------------------|------------------------|
| Name (Claimant) (Print or Type) | Social Security Number |
| Wage Earner (If Different) | Social Security Number |

Part I APPOINTMENT OF REPRESENTATIVEI appoint this person, _____
(Name and Address)

to act as my representative in connection with my claim(s) or asserted right(s) under:

☐ Title II (RSDI) ☐ Title XVI (SSI) ☐ Title IV FMSHA (Black Lung) ☐ Title XVIII (Medicare Coverage) ☐ Title VIII (SVB)

This person may, entirely in my place, make any request or give any notice; give or draw out evidence or information; get information; and receive any notice in connection with my pending claim(s) or asserted right(s).

☐ I am appointing, or I now have, more than one representative. My main representative is _____
(Name of Principal Representative)

| | |
|----------------------|---------|
| Signature (Claimant) | Address |
|----------------------|---------|

Part II ACCEPTANCE OF APPOINTMENT

I, _____, hereby accept the above appointment. I certify that I have not been suspended or prohibited from practice before the Social Security Administration; that I am not disqualified from representing the claimant as a current or former officer or employee of the United States; and that I will not charge or collect any fee for the representation, even if a third party will pay the fee, unless it has been approved in accordance with the laws and rules referred to on the reverse side of the representative's copy of this form. If I decide not to charge or collect a fee for the representation, I will notify the Social Security Administration. (Completion of Part III satisfies this requirement.)

☐ I am an attorney. ☐ I am not an attorney. (Check one.)

| | |
|-----------------------------------|-----------------------------|
| Signature (Representative) | Address |
| Telephone Number (with Area Code) | Fax Number (with Area Code) |
| | Date |

Part III (Optional) WAIVER OF FEE

I waive my right to charge and collect a fee under sections 206 and 1631(d)(2) of the Social Security Act. I release my client (the claimant) from any obligations, contractual or otherwise, which may be owed to me for services I have provided in connection with my client's claim(s) or asserted right(s).

| | |
|----------------------------|------|
| Signature (Representative) | Date |
|----------------------------|------|

Part IV (Optional) ATTORNEY'S WAIVER OF DIRECT PAYMENT

I waive only my right to direct payment of a fee from the withheld past-due retirement, survivors, disability insurance or black lung benefits of my client (the claimant). I do not waive my right to request fee approval and to collect a fee directly from my client or a third party.

| | |
|-------------------------------------|------|
| Signature (Attorney Representative) | Date |
|-------------------------------------|------|

Form SSA-1696-04 (4-2002) EF (4-2002)
Destroy Prior Editions

(See Important Information on Reverse)

REPRESENTATIVE'S COPY

SSA-827 Authorization for Source to Release Information to the Social Security Administration

| | | |
|---|--------|-----------------------|
| Form Approved OMB No. 0950-0025 | | |
| WHOSE Records to be Disclosed | | |
| First | Middle | Last |
| NAME | | |
| SSN | | Birthday (mm/dd/yyyy) |
| SSA USE ONLY NUMBER HOLDER (If other than above) | | |
| NAME | | |
| SSN | | |

| | |
|--|---|
| AUTHORIZATION TO DISCLOSE INFORMATION TO THE SOCIAL SECURITY ADMINISTRATION (SSA) | |
| ** PLEASE READ THE ENTIRE FORM, BOTH PAGES, BEFORE SIGNING BELOW ** | |
| I voluntarily authorize and request disclosure (including paper, oral, and electronic interchange): | |
| OF WHAT | All my medical records; also education records and other information related to my ability to perform tasks. This includes specific permission to release: |
| | <ol style="list-style-type: none">1. All records and other information regarding my treatment, hospitalization, and outpatient care for my impairment(s) <u>including, and not limited to:</u><ul style="list-style-type: none">- Psychological, psychiatric or other mental impairment(s) (excludes "psychotherapy notes" as defined in 45 CFR 164.501)- Drug abuse, alcoholism, or other substance abuse- Sickle cell anemia- Human immunodeficiency virus (HIV) infection (including acquired immunodeficiency syndrome (AIDS) or tests for HIV) or sexually transmitted diseases- Gene-related impairments (including genetic test results)2. Information about how my impairment(s) affects my ability to complete tasks and activities of daily living, and affects my ability to work.3. Copies of educational tests or evaluations, including Individualized Educational Programs, triennial assessments, psychological and speech evaluations, and any other records that can help evaluate function; also teachers' observations and evaluations.4. Information created within 12 months after the date this authorization is signed, as well as past information. |
| FROM WHOM | <div style="border: 1px solid black; padding: 5px; font-size: small;">THIS BOX TO BE COMPLETED BY SSA/DOS <u>as needed</u>. Additional information to identify the subject (e.g., other names used), the specific source, or the material to be disclosed.</div> |
| | <ul style="list-style-type: none">• All medical sources (hospitals, clinics, labs, physicians, psychologists, etc.) including mental health, correctional, addiction treatment, and VA health care facilities.• All educational sources (schools, teachers, records administrators, counselors, etc.)• Social workers/rehabilitation counselors• Consulting examiners used by SSA.• Employers• Others who may know about my condition (family, neighbors, friends, public officials) |
| TO WHOM | The Social Security Administration and to the State agency authorized to process my case (usually called "disability determination services"), including contract copy services, and doctors or other professionals consulted during the process. (Also, for international claims, to the U.S. Department of State Foreign Service Post.) |
| PURPOSE | Determining my <u>eligibility for benefits</u> , including looking at the combined effect of any impairments that by themselves would not meet SSA's definition of disability, and whether I can manage such benefits. <input type="checkbox"/> Determining whether I am <u>capable of managing benefits ONLY</u> (check only if applies) |
| EXPIRES WHEN | This authorization is good for 12 months from the date signed (below my signature). |
| | <ul style="list-style-type: none">• I authorize the use of a copy (including electronic copy) of this form for the disclosure of the information described above.• I understand that there are some circumstances where this information may be redisclosed to other parties (see page 2 for details).• I may write to SSA and my sources to revoke this authorization at any time (see page 2 for details).• SSA will give me a copy of this form if I ask; I may ask the source to allow me to inspect or get a copy of material to be disclosed.• I have read both pages of this form and agree to the disclosures above from the types of sources listed. |
| INDIVIDUAL authorizing disclosure | |
| SIGN ▶ | <div style="border: 1px solid black; padding: 5px; font-size: small;">IF not signed by subject of disclosure, specify basis for authority to sign <input type="checkbox"/> Parent of minor <input type="checkbox"/> Guardian <input type="checkbox"/> Other personal representative (explain) (Parent/guardian sign here if two signatures required by State law) ▶</div> |
| Date Signed | Street Address |
| Phone Number (with area code) | City |
| | State |
| | ZIP |
| WITNESS <i>I know the person signing this form or am satisfied of this person's identity.</i> | |
| SIGN ▶ | <div style="border: 1px solid black; padding: 5px; font-size: small;">IF needed, second witness sign here (e.g., if signed with "X" above) SIGN ▶</div> |
| Phone Number (or Address) | Phone Number (or Address) |

This general and special authorization to disclose was developed to comply with the provisions regarding disclosure of medical, educational, and other information under P.L. 104-191 ("HIPAA"), 45 CFR parts 160 and 164, 42 U.S. Code section 290ad-2, 42 CFR part 2, 38 U.S. Code section 7332, 38 CFR 1.475, 20 U.S. Code section 1232g ("FERPA"), 34 CFR parts 99 and 300, and State law.

Form **SSA-827** (2-2003) EF (02-2003) Destroy Prior Editions Page 1 of 2

SSA-1560

Petition to Obtain Approval for a Fee for Representing a Claimant Before the Social Security Administration

| | | |
|---|---------|--|
| SOCIAL SECURITY ADMINISTRATION PETITION TO OBTAIN APPROVAL OF A FEE FOR REPRESENTING A CLAIMANT BEFORE THE SOCIAL SECURITY ADMINISTRATION | TOE 850 | Form Approved OMB No. 0960-0104 IMPORTANT INFORMATION ON REVERSE SIDE |
| <p>PAPERWORK/PRIVACY ACT NOTICE: Your response to this request is voluntary, but the Social Security Administration may not approve any fee unless it receives the information this form requests. The Administration will use the information to determine a fair value for services you rendered to the claimant named below, as provided in section 206 of the Social Security Act (42 U.S.C. 406).</p> | | |
| I request approval to charge a fee of _____ | | Fee \$ _____ (Show the dollar amount) |
| for services performed as the representative of _____ | | Mr. _____ Mrs. _____ Ms. _____ |
| My Services Began: _____ / _____ / _____ Month Day Year | | Type(s) of claim(s) _____ |
| My Services Ended: _____ / _____ / _____ | | |
| Enter the name and the Social Security number of the person on whose Social Security record the claim is based _____ / _____ / _____ | | |
| 1. Itemize on a separate page or pages the services you rendered before the Social Security Administration (SSA). List each meeting, conference, item of correspondence, telephone call, and other activity in which you engaged, such as research, preparation of a brief, attendance at a hearing, travel, etc., related to your services as representative in this case. Attach to this petition the list showing the dates, the descriptions of each service, the actual time spent in each, and the total hours. | | |
| 2. Have you and your client entered into a fee agreement for services before SSA? If "yes," please specify the amount on which you agreed, and attach a copy of the agreement to this petition. \$ _____ and <input type="checkbox"/> YES <input type="checkbox"/> NO <input type="checkbox"/> See attached | | |
| 3. (a) Have you received, or do you expect to receive, any payment toward your fee from any source other than from funds which SSA may be withholding for fee payment? <input type="checkbox"/> YES <input type="checkbox"/> NO (b) Do you currently hold in a trust or escrow account any amount of money you received toward payment of your fee? <input type="checkbox"/> YES <input type="checkbox"/> NO If "yes" to either or both of the above, please specify the source(s) and the amount(s). Source: _____ \$ _____ Source: _____ \$ _____ Note: If you receive payment(s) after submitting this petition, but before the SSA approves a fee, you have an affirmative duty to notify the SSA office to which you are sending this petition. | | |
| 4. Have you received, or do you expect to receive, reimbursement for expenses you incurred? If "yes," please itemize your expenses and the amounts on a separate page. <input type="checkbox"/> YES <input type="checkbox"/> NO | | |
| 5. Did you render any services relating to this matter before any State or Federal court? If "yes," what fee did you or will you charge for services in connection with the court proceedings? <input type="checkbox"/> YES <input type="checkbox"/> NO Please attach a copy of the court order if the court has approved a fee. \$ _____ | | |
| I certify that the information above, and on the attachment(s), is true and correct to the best of my knowledge and belief. I also certify that I have furnished a copy of this petition and the attachment(s) to the person(s) for whom I performed the services. I understand that failure to comply with Social Security laws and regulations pertaining to representation may result in suspension or disqualification from practice before SSA, the imposition of criminal penalties, or both. | | |
| Signature of Representative | Date | Address (include Zip Code) |
| Firm with which associated, if any | | Telephone No. and Area Code |
| [Note: The following is optional. However, SSA can consider your fee petition more promptly if your client knows and already agrees with the amount you are requesting.] | | |
| I understand that I do not have to sign this petition or request. It is my right to disagree with the amount of the fee requested or any information given, and to ask more questions about the information given in this request (as explained on the reverse side of this form). I have marked my choice below. | | |
| <input type="checkbox"/> I agree with the \$ _____ fee which my representative is asking to charge and collect. By signing this request, I am not giving up my right to disagree later with the total fee amount the Social Security Administration authorizes my representative to charge and collect. OR | | |
| <input type="checkbox"/> I do not agree with the requested fee or other information given here, or I need more time. I understand I must call, visit, or write to SSA within 20 days if I have questions or if I disagree with the fee requested or any information shown (as explained on the reverse sides of this form). | | |
| Signature of Claimant | | Date |
| Address (include Zip Code) | | Telephone No. and Area Code |
| Form SSA-1560-04 (7-2000) EF (7-2000) Destroy Prior Editions | | |

REPRESENTATIVE'S COPY

SSA Model Fee Agreement Language

Fee for Services

My representative and I understand that, for a fee to be payable, the Social Security Administration (SSA) must approve any fee my representative charges or collects from me for services my representative provides in proceedings before SSA in connection with my claim(s) for benefits.

For my Title XVI filing, I understand that I have no financial obligation to pay my representative. The Title XVI fee is to be paid to my representative by the County of Los Angeles under a separate agreement. The fee is less than 25 percent of the past-due benefits and is less than \$5,300.

I agree and understand that, if I am found eligible for Title II benefits, that I am financially liable for paying an authorized fee from any past due Title II benefits.

We agree that, if SSA favorably decides the Title II claim(s), I will pay my representative a fee equal to the lesser of (1) Fill-in percent of past-due benefits or \$ (2) Fill-in(s)

Review of the Fee

We understand that one or both of us may request review of the fee amount, in writing, within 15 days after SSA has notified us of any amount my representative can charge.

I may ask SSA to reduce the fee.

An affected auxiliary Social Security beneficiary, if any, may ask SSA to reduce the fee too.

Also, if SSA approved the fee agreement, the person(s) who decided my claim(s) may ask for a reduction of the fee under the agreement if, in his or her opinion, my representative did not represent my interests adequately or the fee is clearly excessive for the services provided.

If someone requests review, SSA generally would send the other(s) a copy and offer an opportunity to comment on the request and provide more information to the person reviewing the request. SSA then would finally decide the amount of the fee and notify us in writing whether the fee increased, decreased, or did not change.

We both have received signed copies of this agreement.

Fill-in(s):

- (1) A number less than or equal to 25
- (2) A number less than or equal to 5,300

Attachment A: Technical Exhibit 2.9

GENERAL RELIEF SSI APPEAL REFERRAL AND HEARING RESULTS

| JANUARY 2002 THROUGH DECEMBER 2002 | AVERAGE MONTHLY REFERRALS | TOTAL REFERAL | TOTAL HEARING WON | TOTAL HEARING LOST | AVERAGE HEARING WON MO. | AVERAGE HEARING LOST MO. |
|---|--|--------------------------|----------------------------------|-----------------------------------|--|---|
| REGION I Civic Center Metro East | 16 | 190 | 82 | 115 | 7 | 10 |
| REGION II Wilshire Special Rancho Park | 14 | 162 | 83 | 37 | 7 | 3 |
| REGION III South Special | 56 | 675 | 195 | 273 | 16 | 23 |
| REGION IV Metro Special | 26 | 306 | 61 | 94 | 5 | 8 |
| REGION V Glendale Pasadena | 16 | 197 | 93 | 75 | 8 | 6 |
| REGION VI Pomona San Gabriel | 17 | 203 | 117 | 86 | 10 | 7 |
| REGION VII South Central SW Special | 43 | 516 | 89 | 101 | 7 | 8 |
| REGION VIII Lancaster San Fernando | 15 | 178 | 77 | 67 | 6 | 6 |
| TOTAL ALL | 203 | 2427 | 797 | 848 | 66 | 71 |

| JULY 2002 THROUGH JUNE 2003 | AVERAGE MONTHLY REFERRALS | TOTAL REFERAL | TOTAL HEARING WON | TOTAL HEARING LOST | AVERAGE HEARING WON MO. | AVERAGE HEARING LOST MO. |
|---|--|--------------------------|----------------------------------|-----------------------------------|--|---|
| REGION I Civic Center Metro East | 20 | 238 | 88 | 125 | 7 | 10 |
| REGION II Wilshire Special Rancho Park | 15 | 179 | 80 | 42 | 7 | 4 |
| REGION III South Special | 43 | 518 | 198 | 323 | 17 | 27 |
| REGION IV Metro Special | 12 | 146 | 76 | 104 | 6 | 9 |
| REGION V Glendale Pasadena | 18 | 216 | 107 | 94 | 9 | 8 |
| REGION VI Pomona San Gabriel | 24 | 292 | 103 | 94 | 9 | 8 |
| REGION VII South Central SW Special | 62 | 739 | 131 | 134 | 11 | 11 |
| REGION VIII Lancaster San Fernando | 20 | 236 | 91 | 78 | 8 | 7 |
| TOTAL ALL | 214 | 2564 | 874 | 994 | 74 | 84 |

CAPI SSI APPEAL REFERRAL AND HEARING RESULTS

Since the inception of the CAPI SSI Advocacy Program in 2002, DPSS has referred an average of 5 participants per month to private attorneys for SSI Appeals Representation. We expect this trend to continue for the next three years. CAPI referrals will be made by the following three districts: Wilshire Special (Region II), San Gabriel Valley (Region VI), and Glendale (Region V).

The figures in Technical Exhibit 9 are actual results of calendar year 2002 and the fiscal year 2002-03. The SSI Assistance caseload is subject to change due to several factors (i.e., economic climate, regulatory environment, demographic changes, etc.). Past results are not necessarily a reliable predictor of future trends. COUNTY does not guarantee the number of referrals or hearings will be more or less than the results indicated in Technical Exhibit 2.9.

GR/CAPI DISTRICT LOCATIONS
Attachment A: Technical Exhibit 2.10

| REGION | DISTRICT | EXPECTED PRIMARY BILINGUAL NEEDS |
|---------------------------------|--|---|
| REGION I (GR ONLY) | CIVIC CENTER #14 813 E. 4TH PL. LOS ANGELES 90012 | ENGLISH/SPANISH |
| REGION I (GR ONLY) | METRO EAST #15 2855 E. OLYMPIC BLVD. LOS ANGELES 90023 | ENGLISH/SPANISH |
| REGION II (GR ONLY) | RANCHO PARK #60 11110 W. PICO BLVD. LOS ANGELES 90064 | ENGLISH/SPANISH |
| REGION II (GR & CAPI) | WILSHIRE SPECIAL #10 2415 W. 6 TH ST. LOS ANGELES 90057 | ENGLISH/SPANISH/ KOREAN/ ARMENIAN |
| REGION III (GR ONLY) | SOUTH SPECIAL #07 17600 "B" SANTA FE AVE. RANCHO DOMINGUEZ 90221 | ENGLISH/SPANISH/KOREAN |
| REGION IV (GR ONLY) | METRO SPECIAL #70 2707 S. GRAND AVE. LOS ANGELES 90007 | ENGLISH/ SPANISH/KOREAN |
| REGION V (GR & CAPI) | GLENDALE #02 4680 SAN FERNANDO RD. GLENDALE 91204 | ENGLISH/SPANISH/ARMENIAN |
| REGION V (GR ONLY) | PASADENA #03 955 N. LAKE AVE PASADENA 91104 | ENGLISH/SPANISH/ARMENIAN |
| REGION VI (GR ONLY) | POMONA #36 2040 W. HOLT AVE. POMONA 91768 | ENGLISH/SPANISH |
| REGION VI (GR & CAPI) | SAN GABRIEL VALLEY #20 3352 AEROJET AVE. EL MONTE 91731 | ENGLISH/SPANISH/VIETNAMESE/ CHINESE |
| REGION VII (GR ONLY) | SOUTHWEST SPECIAL #08 1326 W. IMPERIAL HWY. LOS ANGELES 90044 | ENGLISH/SPANISH/VIETNAMESE |
| REGION VII (GR ONLY) | SOUTH CENTRAL #27 10728 S. CENTRAL AVE. LOS ANGELES 90059 | ENGLISH/SPANISH |
| REGION VIII (GR ONLY) | LANCASTER #34 349-B EAST AVE. K-6 LANCASTER 93535 | ENGLISH/SPANISH |
| REGION VIII (GR ONLY) | SAN FERNANDO BR. #32 12847 ARROYO ST. SYLMAR 91342 | ENGLISH/SPANISH/ARMENIAN |

Attachment A: Technical Exhibit 2.11

DPSS GR CASELOAD BY PRIMARY LANGUAGES

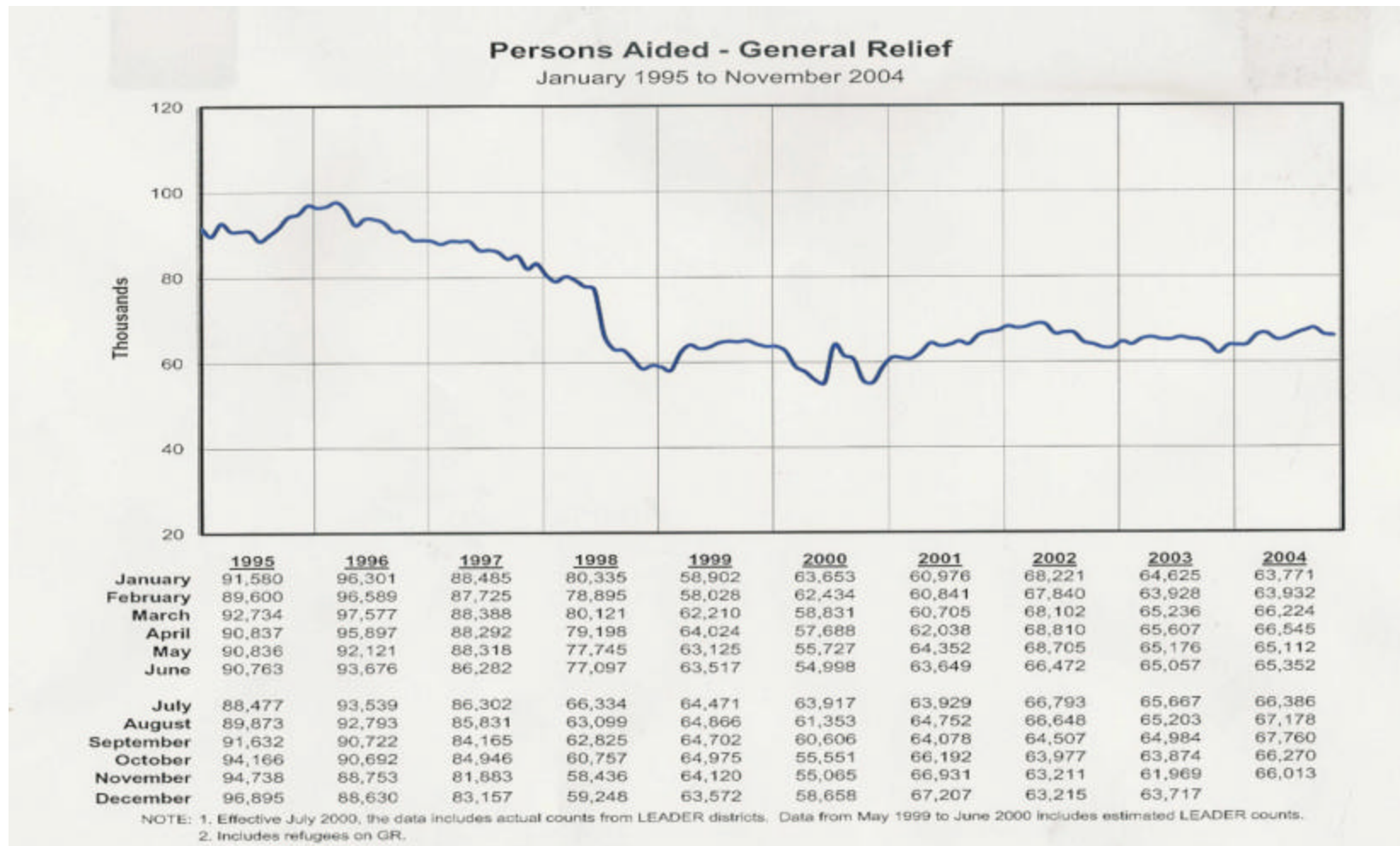
| DISTRICT OFFICE | English | | Spanish | | Chinese | | Korean | | Vietnamese | | Armenian | | Cambodian | | Russian | | Other | |
|---------------------------------|---------|------|---------|------|---------|-----|--------|-----|------------|-----|----------|------|-----------|-----|---------|-----|-------|-----|
| | # | % | # | % | # | % | # | % | # | % | # | % | # | % | # | % | # | % |
| Civic Center (Region I) | 4704 | 94.9 | 218 | 4.4 | 3 | 0.1 | 15 | 0.3 | 5 | 0.1 | 2 | 0.0 | 2 | 0.0 | 3 | 0.1 | 2 | 0.1 |
| Metro East (Region I) | 3444 | 73.2 | 1217 | 25.9 | 23 | 0.5 | 3 | 0.1 | 8 | 0.2 | 8 | 0.2 | 0 | 0.0 | 1 | 0.0 | 6 | 0.1 |
| Wilshire Special (Region II) | 2506 | 69.4 | 501 | 13.9 | 4 | 0.1 | 233 | 6.5 | 7 | 0.2 | 240 | 6.6 | 5 | 0.1 | 65 | 1.8 | 50 | 1.4 |
| Rancho Park (Region II) | 3072 | 95.2 | 59 | 1.8 | 3 | 0.1 | 3 | 0.1 | 1 | 0.0 | 9 | 0.3 | 0 | 0.0 | 57 | 1.8 | 22 | 0.7 |
| South Special (Region III) | 9355 | 92.9 | 546 | 5.4 | 5 | 0.1 | 29 | 0.3 | 29 | 0.3 | 0 | 0.0 | 84 | 0.8 | 1 | 0.0 | 22 | 0.2 |
| Metro Special (Region IV) | 9348 | 92.4 | 638 | 6.3 | 4 | 0.1 | 121 | 1.2 | 2 | 0.0 | 0 | 0.0 | 1 | 0.0 | 1 | 0.0 | 1 | 0.0 |
| Glendale (Region V) | 1920 | 54.3 | 292 | 8.3 | 3 | 0.1 | 37 | 1.0 | 7 | 0.2 | 1156 | 32.7 | 0 | 0.0 | 48 | 1.4 | 72 | 2.0 |
| Pasadena (Region V) | 1803 | 93.4 | 90 | 4.7 | 1 | 0.1 | 0 | 0.0 | 1 | 0.1 | 31 | 1.6 | 0 | 0.0 | 0 | 0.0 | 2 | 0.1 |
| San Gabriel (Region VI) | 2594 | 76 | 283 | 8.3 | 249 | 7.4 | 9 | 0.3 | 255 | 7.5 | 1 | 0.0 | 4 | 0.1 | 0 | 0.0 | 18 | 0.4 |
| Pomona (Region VI) | 1056 | 91.9 | 64 | 5.6 | 12 | 1.0 | 2 | 0.2 | 10 | 0.9 | 2 | 0.2 | 0 | 0.0 | 0 | 0.0 | 2 | 0.2 |
| South Central (Region VII) | 1785 | 96 | 74 | 4.0 | 0 | 0.0 | 0 | 0.0 | 0 | 0.0 | 0 | 0.0 | 0 | 0.0 | 0 | 0.0 | 0 | 0.0 |
| South West Special (Region VII) | 6245 | 93.9 | 342 | 5.2 | 3 | 0.1 | 16 | 0.2 | 36 | 0.5 | 1 | 0.0 | 0 | 0.0 | 0 | 0.0 | 5 | 0.1 |
| Lancaster (Region VIII) | 1843 | 97.9 | 36 | 1.9 | 0 | 0.0 | 0 | 0.0 | 0 | 0.0 | 1 | 0.1 | 0 | 0.0 | 0 | 0.0 | 3 | 0.1 |
| San Fernando (Region VIII) | 1536 | 77.3 | 155 | 7.8 | 7 | 0.4 | 16 | 0.8 | 19 | 1.0 | 124 | 6.2 | 0 | 0.0 | 50 | 2.5 | 85 | 4.0 |

DPSS CAPI CASELOAD BY PRIMARY LANGUAGES

| DISTRICT OFFICE | English | | Spanish | | Chinese | | Korean | | Vietnamese | | Armenian | | Cambodian | | Tagalog | | Russian | | Other | |
|--|---------|-----|---------|------|---------|----|--------|------|------------|-----|----------|-----|-----------|----|---------|------|---------|-----|-------|------|
| | # | % | # | % | # | % | # | % | # | % | # | % | # | % | # | % | # | % | # | % |
| Wilshire Special, San Gabriel Valley, and Glendale | 221 | 6.5 | 930 | 27.2 | 649 | 19 | 346 | 10.1 | 176 | 5.1 | 315 | 9.2 | 17 | .5 | 366 | 10.7 | 118 | 3.5 | 400 | 11.8 |

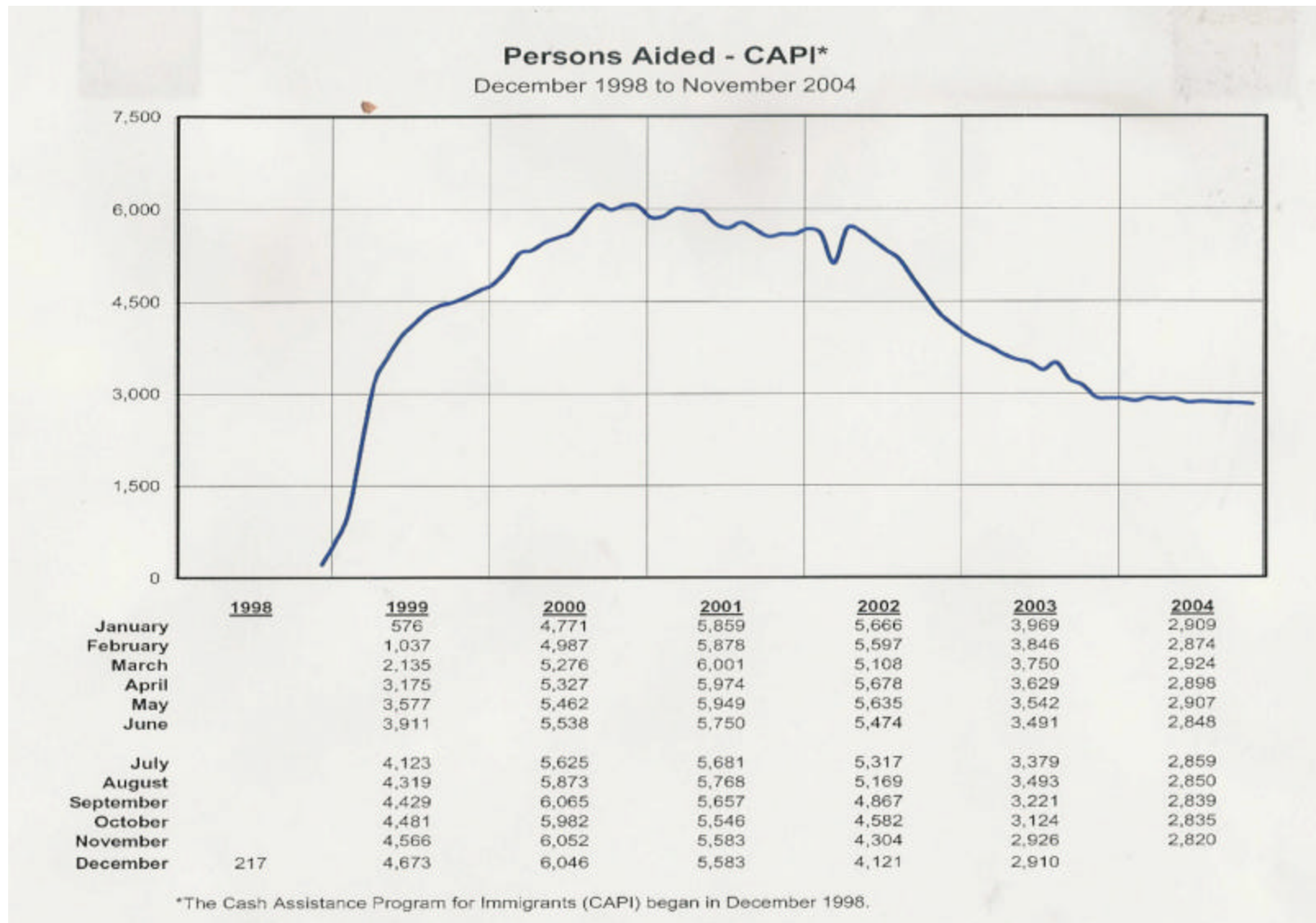
The case counts and language demographics in Technical Exhibit 2.11 are the actual GR/CAPI caseloads as of June 2003. The SSIAP caseload has historically risen and fallen with the general trend of the GR caseloads. The GR caseloads are subject to change due to several factors (i.e. economic climate, regulatory environment, demographic changes, etc.). Past results are not necessarily a reliable predictor of future trends. COUNTY does not guarantee the number of referrals, language distribution or hearings will continue to rise and fall with the general trend of the GR caseloads.

Persons Aided – General Relief



The figures and graph in Technical Exhibit 2.12 are actual results of the GR caseload and trends from January 1995 through November 2004. The SSIAP caseload has historically risen and fallen with the general trend of the GR caseload. The GR caseload is subject to change due to several factors (i.e. economic climate, regulatory environment, demographic changes, etc.). Past results are not necessarily a reliable predictor of future trends. COUNTY does not guarantee the number of referrals or hearings will continue to rise and fall with the general trend of the GR caseload.

Persons Aided – CAPI



The figures and graph in Technical Exhibit 2.13 are actual results of the CAPI caseload and trends from calendar year 1998 through November 2004. The CAPI caseload has consistently declined since March 2002 due to the successful transition of many CAPI participants to SSI. The CAPI SSIAP caseload has fallen with the general trend of the CAPI caseload.

ATTACHMENT B

Glossary of Terms

Glossary of Terms

Acceptable Quality Level (AQL) - A measure to express the allowable leeway or variance from the contract Standard, above which the COUNTY will reject a specific service. The AQL does not imply that it is acceptable to vary from the Standard, or that the CONTRACTOR may knowingly perform in a defective way. The AQL recognizes the fact of unintentional human error, and that less than Standard performance may sometimes be unintentional.

Administrative Law Judge (ALJ) - Attorney hired by Social Security Administration 's (SSA's) Office of Hearing and Appeals to conduct hearings in the denial of SSI or Retirement, Survivors, Disability and Health Insurance (RSDHI).

Appeals Council - The Appeals Council of the Office of Hearings and Appeals, SSA. Upon formal request, the Appeals Council reviews decisions made by the ALJ. These reviews can be requested by the appellant or can be completed as a quality control review by the Office of Hearings and Appeals.

Applicant - A person whose GR or CAPI application is pending.

Authorized Representative - An attorney or non-attorney who has been chosen to represent an SSI applicant and who has not been disqualified from appearing as a representative with SSA.

Budget - The document that details the CONTRACTOR's costs for providing the services included in this Agreement. Included in the Budget are the following:

Direct Costs - Payroll, Employee Benefits (Medical, Dental, Life Insurance), Payroll Taxes, Insurance (Real, Personal, etc., as required by this Contract), Supplies, Postage, Medical and Office Equipment, Equipment Maintenance, Telephone/Utilities, Space, Applicable Taxes and other (specified).

Indirect Costs - General Accounting or Bookkeeping, Management Overhead and other (specified).

Profit (if applicable) - Percent and Dollar Amount.

CalWORKs Program - California Work Opportunities and Responsibility to Kids. A federal mandated public assistance program, administered by the COUNTY, to provide temporary financial assistance and employment services to families with minor children. Eligible families receive cash aid and Medi-Cal. CalWORKs families may be eligible for Food Stamp benefits.

Cash Assistance Program For Immigrants (CAPI) - The CAPI Program is a State program that provides cash assistance to certain aged, blind, and disabled legal non-citizens who are ineligible to Supplemental Social Security Income/State Supplemental

Payment (SSI/SSP) due to their immigration status. It is also a County administered program. CAPI applicants may be eligible for Medi-Cal, In-Home Supportive Services (IHSS) and/or Food Stamp benefits.

Case Number - A unique seven-digit alphanumeric used to identify individual public assistance DPSS case records.

Contract – A contract between persons/agencies, which obliges each party to do or not to do a certain thing. Technically, a valid Contract requires an offer and an acceptance of that offer, and, in common law countries, consideration.

Claims File - The SSI claimant's file as prepared and maintained by SSA.

Contract Discrepancy Report (CDR) - A report used by the Quality Assurance Evaluator to record Contract information regarding discrepancies or problems with CONTRACTOR's performance. If CONTRACTOR's performance is judged unsatisfactory, the CCA is required to forward a CDR to the CONTRACTOR for his response.

Department of Public Social Services (DPSS) - The County department responsible for providing social and financial services to eligible persons in Los Angeles County.

Disability and Adult Programs Division (DAPD) - Also known as the Disability Determination Service (DDS), DAPD is a Division of California Department of Social Services (CDSS) that completes medical evaluations to determine disability for Social Security Title II and XVI, and Medi-Cal.

Disability Benefits (RSDHI or Title II) - Social Security disability (SSD) benefits (RSDHI) paid by the SSA under Title II of the Social Security Act. These benefits are sometimes approved for SSI applicants instead of or in addition to SSI.

District Office - Office housing DPSS staff who are responsible for providing social and financial services to eligible persons within a specific geographic area within Los Angeles County.

Eligibility Worker (EW) - The COUNTY employee responsible for determining the eligibility of applicants and recipients of public assistance.

Exhibit File - The file prepared by the local Office of Hearings and Appeals for use at the hearing.

Formal Hearing - The third level in the SSI application process in which the applicant has the right to a face-to-face appeal hearing with an ALJ.

General Relief (GR) Program - A financial assistance program administered by the COUNTY for persons who are not eligible for federal or State assistance programs. The cost of this program is borne entirely by the COUNTY, and is reimbursable to the COUNTY when participants are able to do so.

Los Angeles Eligibility, Automated Determination, Evaluation and Reporting System (LEADER) - An individual participant based, fully integrated, on-line, interactive Graphical User Interface system. The LEADER system automatically determines eligibility, issues benefits for CalWORKs, General Relief, CAPI, Food Stamps and Medi-Cal programs, and provides supportive functions and interfaces.

Participant - A person who participates in the GR and/or CAPI Programs as either an applicant or recipient.

Performance Requirements Summary (PRS) - A document furnished by the COUNTY (Technical Exhibit 1) that identifies and summarizes elements of this Contract that the COUNTY will be evaluating to assure that Contract performance Standards are met by the CONTRACTOR.

Social Security Administration (SSA) - The department of the federal government responsible for the SSI programs.

Social Security Disability (SSD) - See Disability Benefits.

Social Security Administration (SSA) Disability Redesign - A national initiative ("Prototype") of the SSA, designed to improve services for claimants by including a claimant conference prior to denial of the SSI application and eliminating the reconsideration process. SSA has indicated that this was a pilot and will be phasing it out. No specific time frames for the phase-out have been announced.

Standard - A minimum requirement set by the COUNTY for CONTRACTOR to perform a service or activity.

Supplemental Security Income Assistance Program (SSIAP) - A County administered program that provides physically and mentally disabled GR and CAPI participants with assistance through the initial phases of the SSI application process.

Supplemental Security Income (SSI) Advocate - The County employee responsible for assisting GR and/or CAPI participants through the SSI application process.

Supplemental Security Income (SSI) Liaison - The County employee assigned at designated County offices to oversee SSI Advocate activities.

Supplemental Security Income/State Supplemental Program (SSI/SSP) - The federal and State aid programs for needy persons who are aged, blind or disabled. The State of California provides cash (SSP) in addition to the cash payment provided by the federal government. This (generally) means that an SSI participant in California is not eligible for Food Stamps if he/she is receiving a SSP payment.

SSI Application - The first level of the SSI application process. SSA reviews the application to establish that the applicant meets the financial and resource limits for SSI. The application is then forwarded to DAPD. Medical/psychiatric evidence is

reviewed to establish that a medical impairment that prevents substantial gainful activity exists for a period of 12 months or result-in the death of the applicant in that time.

SSI Reconsideration Request - The second level of the SSI application process, if the initial application is denied. In the Los Angeles County SSIAP, the SSI Advocate completes this request. This process does not exist in SSA Redesign (aka "Prototype") offices. In those offices, if an initial SSI application is denied, the next step is to file for a formal appeal.

Welfare Fraud Prevention and Investigation (WFP&I) Section - The organization within DPSS that investigates allegations of welfare fraud in the CalWORKs, Food Stamps, General Relief, In-Home Supportive Services, Refugee programs, and determines the amount of fraudulent/potentially fraudulent cash overpayment or Food Stamp overissuance.

ATTACHMENT C

Invitation for Bid/Request for Proposals/Ground for Rejection

**INVITATION FOR BID/REQUEST FOR PROPOSALS/
GROUNDS FOR REJECTION**

Los Angeles County Code Chapter 2.180.010, "Certain Contracts Prohibited" sets forth, among other things, the following:

Notwithstanding any other section of this *Code*, the COUNTY shall not contract with, and shall reject any bid or proposal submitted by the persons or entities specified below, unless the Board of Supervisors finds that special circumstances exist which justify the approval of such contract:

- (a) Employees of the COUNTY or of public agencies for which the Board of Supervisors is the governing body;
- (b) Profit making firms or businesses in which employees described in subsection (a) serve as officers, principals, partners or major shareholders;
- (c) Persons who, within the immediately preceding 12 months, came within the provisions of subsection (a), and who (1) were employed in positions of substantial responsibility in the area of service to be performed by the CONTRACTOR, or (2) participated in any way in developing the Contract or its service specification; and
- (d) Profit making firms or businesses in which the former employees described in subsection (c) serve as officers, principals, partners or major shareholders.

CONTRACTOR hereby certifies that personnel who developed and/or participated in the preparation of the Contract do not fall within scope of *Code Section 2.180.010* as outlined above.

AL LEIBOVIC PARTNER
Typed Name and Title of Signer

Al Leibovic
Signature

3/29/05
Date

ATTACHMENT D

CONTRACTOR's Budget Sheet and Employee Benefits

BUDGET SHEET FORMAT**DIRECT COST**

| | <u>Regular Hrly Cost</u> | <u>Overtime Hrly Cost</u> |
|---|------------------------------|-------------------------------|
| Trainer Hourly Wage | \$ <u>30.00</u> | \$ <u>45.00</u> |
| Payroll Taxes (List all appropriate, e.g., FICA, SUI, Workers' Compensation, etc.) | | |

| | | |
|---------------------------------|----------------|----------|
| Federal W/H..... | \$ <u>1.53</u> | |
| FICA..... | \$ <u>1.07</u> | \$ _____ |
| MEDICARE..... | \$ <u>.26</u> | \$ _____ |
| STATE W/H..... | \$ <u>.38</u> | \$ _____ |
| STATE SDI..... | \$ <u>.15</u> | \$ _____ |
| Total Payroll Taxes..... | \$ _____ | \$ _____ |

Employee Benefits

| | | |
|-------------------------------------|---------------|----------|
| Medical Insurance..... | \$ <u>.88</u> | \$ _____ |
| Dental Insurance..... | \$ <u>.15</u> | \$ _____ |
| Life Insurance..... | \$ <u>.02</u> | \$ _____ |
| Other (List all applicable)..... | \$ _____ | \$ _____ |
| Total Employee Benefits..... | \$ _____ | \$ _____ |

Other Direct Costs

| | | |
|--------------------------------------|----------------|----------|
| WORKER'S COMP..... | \$ <u>.62</u> | \$ _____ |
| Insurance (List Type/Coverage)..... | \$ <u>.27</u> | \$ _____ |
| Supplies..... | \$ <u>.30</u> | \$ _____ |
| Postage..... | \$ <u>.40</u> | \$ _____ |
| Office Equipment..... | \$ <u>.45</u> | \$ _____ |
| Telephone/Utilities..... | \$ <u>.36</u> | \$ _____ |
| Space..... | \$ <u>1.50</u> | \$ _____ |
| Other (Please continue to list)..... | \$ <u>.11</u> | \$ _____ |
| Total Other Direct Costs..... | \$ _____ | \$ _____ |

TOTAL DIRECT COST \$ 8.21 \$ _____

INDIRECT COST (List all appropriate)

| | | |
|-------------------------------------|-------------|-------------|
| General Accounting/Bookkeeping..... | \$ <u>*</u> | \$ <u>*</u> |
| Management Overhead (Specify)..... | \$ <u>*</u> | \$ <u>*</u> |
| Other (Specify)..... | \$ <u>*</u> | \$ <u>*</u> |

TOTAL INDIRECT COST \$ _____ \$ _____

TOTAL DIRECT AND INDIRECT COST.....\$ 38.21 \$ _____

PROFIT (Please enter percentage: ____%).....\$ 2.67 \$ _____

TOTAL PROPOSED HOURLY COST.....\$ 40.88 \$ _____

EMPLOYEE BENEFITS

Medical Insurance/Health Plan

Employer Pays \$ 20,398 Employee Pays \$ 11,265 Total Premium \$ 31,663

Annual Deductible: Kaiser

Employee \$ 0

Family \$ 0

Coverage (✓):

X Hospital Care (Inpatient _____ Out Patient _____)

X X-Ray & Laboratory

X Surgery

X Office Visits

X Pharmacy

X Maternity

X Mental Health/Chemical Dependency, Inpatient

X Mental Health/Chemical Dependency, Outpatient

Dental Insurance

Employer Pays \$ 37.69 Employee Pays \$ 1,562 Total Premium \$ 5,331

Life Insurance

Employer Pays \$ 417.45 Employee Pays \$ 0 Total Premium \$ 417.45

Vacation

Number of Days 10, And

Any Increase After 5 Years of Employment, Number of Days or Hours _____

Sick leave

Number of Days 3 Per Year, And

Any Increase or Accumulation, Number of Days or Hours 0

Holidays

Number of Days 10 Per Year

Retirement

Employer Pays \$ 5% Employee Pays \$ N/A Total \$ N/A

ATTACHMENT E

CERTIFICATION OF INDEPENDENT PRICE DETERMINATION

CERTIFICATION OF INDEPENDENT PRICE DETERMINATION


By submission of this Bid, this potential CONTRACTOR certifies that the prices quoted herein have been arrived at independently without consultation, communication, or Contract with any other bidder or competitor for the purpose of restricting competition.

The following names with their telephone numbers are persons authorized legally to commit the Bidder/CONTRACTOR:

| | |
|----------------|--------------|
| AL LEIBOVIC | 813-461-5301 |
| AARON LEIBOVIC | 813-461-5315 |
| | |
| | |

HEALTH ADVOCATES LLP
Name of Firm

AL LEIBOVIC PARTNER
Typed Name and Title of Signer

| | |
|--|---------|
|  | 3/29/05 |
| Signature | Date |

ATTACHMENT F

CONTRACTOR Employee Acknowledgement and Confidentiality Agreement

**CONTRACTOR EMPLOYEE ACKNOWLEDGMENT AND
CONFIDENTIALITY AGREEMENT**

GENERAL INFORMATION

Your employer, HEALTH ADVOCATES, LLP, has entered into a Contract with the County of Los Angeles to provide various services to the COUNTY. Therefore, we need your signature on this employee acknowledgment and confidentiality agreement.

ACKNOWLEDGMENT OF EMPLOYER

- I understand that HEALTH ADVOCATES, LLP is my sole employer for purposes of this employment.
- I rely exclusively upon HEALTH ADVOCATES, LLP for payment of salary and any and all other benefits payable to me or on my behalf during the period of this employment for work performed under the Contract.
- I understand and agree that I am not an employee of Los Angeles County for any purposes and that I do not have and will not acquire any rights or benefits of any kind from the County of Los Angeles during the period of this employment.
- I understand and agree that I do not have and will not acquire any rights or benefits pursuant to any agreement between my employer and the County of Los Angeles.

ay 3/29/05 (Initial and date)

CONFIDENTIALITY AGREEMENT

As an employee of HEALTH ADVOCATES, LLP, you may be involved with work pertaining to COUNTY services and if so, you may have access to confidential data pertaining to persons and/or other entities who receive services from the County of Los Angeles. The County of Los Angeles has a legal obligation to protect all confidential data, especially data concerning welfare recipient records. If you are to be involved in COUNTY work, the COUNTY must ensure that you, too, will protect the confidentiality of all data. Consequently, you must sign this confidentiality agreement as a condition of your work to be provided by HEALTH ADVOCATES, LLP for the COUNTY.

**CONTRACTOR EMPLOYEE ACKNOWLEDGMENT AND
CONFIDENTIALITY AGREEMENT
(Continued)**

Please read the following Contract and take time to consider it prior to signing:

- I hereby agree that I will not divulge, to any unauthorized person, data obtained while performing work pursuant to the Contract between the County of Los Angeles and my employer, HEALTH ADVOCATES, LLP
- I agree to forward all requests for the release of information received by me to my immediate supervisor.
- I agree to report any and all violations of the above by any other person and/or by myself to my immediate supervisor.
- I agree to return all confidential materials to my immediate supervisor upon termination of my employment with HEALTH ADVOCATES, LLP or completion of the presently assigned work task, whichever occurs first.
- I acknowledge that violation of this agreement and acknowledgment may subject me to civil and/or criminal action and that the County of Los Angeles will seek all possible legal redress.

af 3/29/05 (Initial and Date)

CONFLICT OF INTEREST POLICY

I ACKNOWLEDGE MY RESPONSIBILITY TO REPORT MY EMPLOYMENT TO MY ELIGIBILITY WORKER OR SOCIAL WORKER SHOULD I APPLY FOR, AM CURRENTLY, OR BECOME A RECIPIENT OF ANY PUBLIC ASSISTANCE OR SERVICES PROGRAM ADMINISTERED BY DPSS.

These are some of the programs that are administered by DPSS:

1. California Work Opportunity and Responsibility for Kids (CalWORKs)
2. Los Angeles County General Relief Program (GR)
3. California Medi-Cal Program (Medi-Cal)
4. Food Stamp Program (FS)
5. In-Home Supportive Services (IHSS)
6. Greater Avenues for Independence (GAIN)
7. General Relief Opportunities for Work (GROW)
8. Cuban/Haitian Entrant Program (CHEP)
9. Refugee Resettlement Program (RRP)
10. Repatriate Program (Repat)
11. Cash Assistance Program for Immigrants (CAPI)

CONTRACTOR EMPLOYEE ACKNOWLEDGMENT AND
CONFIDENTIALITY AGREEMENT
(Continued)

CONFLICT OF INTEREST POLICY (Cont.)

DURING THE TIME THAT I HAVE ACCESS TO PUBLIC ASSISTANCE RECORDS WHILE ACTING ON BEHALF OF MY EMPLOYER HEALTH ADVOCATES, LLP, I AGREE TO REPORT TO MY IMMEDIATE SUPERVISOR THAT I HAVE (WITHIN THE LAST THIRTY [30] DAYS) APPLIED FOR OR AM RECEIVING PUBLIC ASSISTANCE. IF I HAVE ACCESS TO MY OWN, MY RELATIVES', OR CLOSE FRIENDS' PUBLIC ASSISTANCE RECORDS, I WILL MAKE THIS KNOWN TO MY IMMEDIATE SUPERVISOR.

I understand that I am to report any of the following relationships and that the COUNTY will screen CONTRACTOR employees to ensure that reporting responsibilities are being met, and that I shall have no access to my public assistance records or the records of any friend, relative, business relation, personal acquaintance, tenant, or any individual whose relationship could reasonably sway my conduct or performance on the job. Access includes, but is not limited to, determining eligibility for public assistance, transmitting computer data, and physical possession of financial documents or fingerprint images and fingerprint documents.

IT IS YOUR RESPONSIBILITY TO BE AWARE OF POSSIBLE CONFLICTS OF INTEREST AND TO IMMEDIATELY NOTIFY YOUR IMMEDIATE SUPERVISOR IN WRITING OF THE FACTS, SO THAT A DETERMINATION CAN BE MADE OF WHETHER OR NOT SUCH A CONFLICT EXISTS. YOUR REPORT WILL BE HELD IN CONFIDENCE.

Name: Al Lukanin
(CONTRACTOR Employee's Signature)

Date: 3/29/05

Name: AL LIGBOVIC
(Please Print CONTRACTOR Employee's Name)

Social Security Number: _____

Working Title: PARTNER / CONTRACT MANAGER

Original: CONTRACTOR
Copy: Contract Employee

**CONTRACTOR EMPLOYEE ACKNOWLEDGMENT AND
CONFIDENTIALITY AGREEMENT**

GENERAL INFORMATION

Your employer, Health Advocates, has entered into a Contract with the County of Los Angeles to provide various services to the COUNTY. Therefore, we need your signature on this employee acknowledgment and confidentiality agreement.

ACKNOWLEDGMENT OF EMPLOYER

- I understand that Health Advocates is my sole employer for purposes of this employment.
- I rely exclusively upon Health Advocates for payment of salary and any and all other benefits payable to me or on my behalf during the period of this employment for work performed under the Contract.
- I understand and agree that I am not an employee of Los Angeles County for any purposes and that I do not have and will not acquire any rights or benefits of any kind from the County of Los Angeles during the period of this employment.
- I understand and agree that I do not have and will not acquire any rights or benefits pursuant to any agreement between my employer and the County of Los Angeles.

MR (Initial and date)

3/29/05

CONFIDENTIALITY AGREEMENT

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CONTRACTOR EMPLOYEE ACKNOWLEDGMENT AND
CONFIDENTIALITY AGREEMENT
(Continued)

Please read the following Contract and take time to consider it prior to signing:

- I hereby agree that I will not divulge, to any unauthorized person, data obtained while performing work pursuant to the Contract between the County of Los Angeles and my employer, Health Advocates.
- I agree to forward all requests for the release of information received by me to my immediate supervisor.
- I agree to report any and all violations of the above by any other person and/or by myself to my immediate supervisor.
- I agree to return all confidential materials to my immediate supervisor upon termination of my employment with Health Advocates or completion of the presently assigned work task, whichever occurs first.
- I acknowledge that violation of this agreement and acknowledgment may subject me to civil and/or criminal action and that the County of Los Angeles will seek all possible legal redress.

mk R (Initial and Date)
3/29/05

CONFLICT OF INTEREST POLICY

I ACKNOWLEDGE MY RESPONSIBILITY TO REPORT MY EMPLOYMENT TO MY ELIGIBILITY WORKER OR SOCIAL WORKER SHOULD I APPLY FOR, AM CURRENTLY, OR BECOME A RECIPIENT OF ANY PUBLIC ASSISTANCE OR SERVICES PROGRAM ADMINISTERED BY DPSS.

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7. General Relief Opportunities for Work (GROW)
8. Cuban/Haitian Entrant Program (CHEP)
9. Refugee Resettlement Program (RRP)
10. Repatriate Program (Repat)
11. Cash Assistance Program for Immigrants (CAPI)

CONTRACTOR EMPLOYEE ACKNOWLEDGMENT AND
CONFIDENTIALITY AGREEMENT
(Continued)

CONFLICT OF INTEREST POLICY (Cont.)

DURING THE TIME THAT I HAVE ACCESS TO PUBLIC ASSISTANCE RECORDS WHILE ACTING ON BEHALF OF MY EMPLOYER HEALTH ADVOCATES, I AGREE TO REPORT TO MY IMMEDIATE SUPERVISOR THAT I HAVE (WITHIN THE LAST THIRTY [30] DAYS) APPLIED FOR OR AM RECEIVING PUBLIC ASSISTANCE. IF I HAVE ACCESS TO MY OWN, MY RELATIVES', OR CLOSE FRIENDS' PUBLIC ASSISTANCE RECORDS, I WILL MAKE THIS KNOWN TO MY IMMEDIATE SUPERVISOR.

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IT IS YOUR RESPONSIBILITY TO BE AWARE OF POSSIBLE CONFLICTS OF INTEREST AND TO IMMEDIATELY NOTIFY YOUR IMMEDIATE SUPERVISOR IN WRITING OF THE FACTS, SO THAT A DETERMINATION CAN BE MADE OF WHETHER OR NOT SUCH A CONFLICT EXISTS. YOUR REPORT WILL BE HELD IN CONFIDENCE.

Name: Maria Kristina Rodriguez
(CONTRACTOR Employee's Signature)

Date: 3/29/05

Name: MARIA KRISTINA Rodriguez
(Please Print CONTRACTOR Employee's Name)

Social Security Number: [REDACTED]

Working Title: SUPERVISOR

Original: CONTRACTOR
Copy: Contract Employee

**CONTRACTOR EMPLOYEE ACKNOWLEDGMENT AND
CONFIDENTIALITY AGREEMENT**

GENERAL INFORMATION

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ACKNOWLEDGMENT OF EMPLOYER

- I understand that Health Advocates is my sole employer for purposes of this employment.
- I rely exclusively upon Health Advocates for payment of salary and any and all other benefits payable to me or on my behalf during the period of this employment for work performed under the Contract.
- I understand and agree that I am not an employee of Los Angeles County for any purposes and that I do not have and will not acquire any rights or benefits of any kind from the County of Los Angeles during the period of this employment.
- I understand and agree that I do not have and will not acquire any rights or benefits pursuant to any agreement between my employer and the County of Los Angeles.

EPL 3/29/05 (Initial and date)

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**CONTRACTOR EMPLOYEE ACKNOWLEDGMENT AND
CONFIDENTIALITY AGREEMENT
(Continued)**

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- I agree to forward all requests for the release of information received by me to my immediate supervisor.
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EP 8/29/05 (Initial and Date)

CONFLICT OF INTEREST POLICY

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11. Cash Assistance Program for Immigrants (CAPI)

CONTRACTOR EMPLOYEE ACKNOWLEDGMENT AND
CONFIDENTIALITY AGREEMENT
(Continued)

CONFLICT OF INTEREST POLICY (Cont.)

DURING THE TIME THAT I HAVE ACCESS TO PUBLIC ASSISTANCE RECORDS WHILE ACTING ON BEHALF OF MY EMPLOYER Health Advocates, I AGREE TO REPORT TO MY IMMEDIATE SUPERVISOR THAT I HAVE (WITHIN THE LAST THIRTY [30] DAYS) APPLIED FOR OR AM RECEIVING PUBLIC ASSISTANCE. IF I HAVE ACCESS TO MY OWN, MY RELATIVES', OR CLOSE FRIENDS' PUBLIC ASSISTANCE RECORDS, I WILL MAKE THIS KNOWN TO MY IMMEDIATE SUPERVISOR.

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Name: 
(CONTRACTOR Employee's Signature)

Date: 3/29/05

Name: Evelyn Lopez
(Please Print CONTRACTOR Employee's Name)

Social Security Number: _____

Working Title: Eligibility Analyst

Original: CONTRACTOR
Copy: Contract Employee

**CONTRACTOR EMPLOYEE ACKNOWLEDGMENT AND
CONFIDENTIALITY AGREEMENT**

GENERAL INFORMATION

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SH 9/29/05 (Initial and date)

CONFIDENTIALITY AGREEMENT

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CONFIDENTIALITY AGREEMENT
(Continued)**

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SA 3/29/05 (Initial and Date)

CONFLICT OF INTEREST POLICY

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CONTRACTOR EMPLOYEE ACKNOWLEDGMENT AND
CONFIDENTIALITY AGREEMENT
(Continued)

CONFLICT OF INTEREST POLICY (Cont.)

DURING THE TIME THAT I HAVE ACCESS TO PUBLIC ASSISTANCE RECORDS WHILE ACTING ON BEHALF OF MY EMPLOYER Health Advocates, I AGREE TO REPORT TO MY IMMEDIATE SUPERVISOR THAT I HAVE (WITHIN THE LAST THIRTY [30] DAYS) APPLIED FOR OR AM RECEIVING PUBLIC ASSISTANCE. IF I HAVE ACCESS TO MY OWN, MY RELATIVES', OR CLOSE FRIENDS' PUBLIC ASSISTANCE RECORDS, I WILL MAKE THIS KNOWN TO MY IMMEDIATE SUPERVISOR.

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Name: Sherman Hardaway
(CONTRACTOR Employee's Signature)

Date: 3-29-15

Name: Sherman Hardaway
(Please Print CONTRACTOR Employee's Name)

Social Security Number: [REDACTED]

Working Title: Appeals Representative

Original: CONTRACTOR
Copy: Contract Employee

**CONTRACTOR EMPLOYEE ACKNOWLEDGMENT AND
CONFIDENTIALITY AGREEMENT**

GENERAL INFORMATION

Your employer, Health Advocates, has entered into a Contract with the County of Los Angeles to provide various services to the COUNTY. Therefore, we need your signature on this employee acknowledgment and confidentiality agreement.

ACKNOWLEDGMENT OF EMPLOYER

- I understand that Health Advocates is my sole employer for purposes of this employment.
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JM 3-29-05 (Initial and date)

CONFIDENTIALITY AGREEMENT

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**CONTRACTOR EMPLOYEE ACKNOWLEDGMENT AND
CONFIDENTIALITY AGREEMENT
(Continued)**

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- I agree to forward all requests for the release of information received by me to my immediate supervisor.
- I agree to report any and all violations of the above by any other person and/or by myself to my immediate supervisor.
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JM 3-29-05 (Initial and Date)

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10. Repatriate Program (Repat)
11. Cash Assistance Program for Immigrants (CAPI)

CONTRACTOR EMPLOYEE ACKNOWLEDGMENT AND
CONFIDENTIALITY AGREEMENT
(Continued)

CONFLICT OF INTEREST POLICY (Cont.)

DURING THE TIME THAT I HAVE ACCESS TO PUBLIC ASSISTANCE RECORDS WHILE ACTING ON BEHALF OF MY EMPLOYER Health Advocates, I AGREE TO REPORT TO MY IMMEDIATE SUPERVISOR THAT I HAVE (WITHIN THE LAST THIRTY [30] DAYS) APPLIED FOR OR AM RECEIVING PUBLIC ASSISTANCE. IF I HAVE ACCESS TO MY OWN, MY RELATIVES', OR CLOSE FRIENDS' PUBLIC ASSISTANCE RECORDS, I WILL MAKE THIS KNOWN TO MY IMMEDIATE SUPERVISOR.

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Name: Jeffrey Marvel
(CONTRACTOR Employee's Signature)

Date: 3-29-05

Name: JEFFREY MARVEL
(Please Print CONTRACTOR Employee's Name)

Social Security Number: [REDACTED]

Working Title: APPEALS REPRESENTATIVE / ALTERNATE CONTRACT MANAGER

Original: CONTRACTOR
Copy: Contract Employee

**CONTRACTOR EMPLOYEE ACKNOWLEDGMENT AND
CONFIDENTIALITY AGREEMENT**

GENERAL INFORMATION

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- I understand and agree that I do not have and will not acquire any rights or benefits pursuant to any agreement between my employer and the County of Los Angeles.

Ped (Initial and date)
08/29/05

CONFIDENTIALITY AGREEMENT

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**CONTRACTOR EMPLOYEE ACKNOWLEDGMENT AND
CONFIDENTIALITY AGREEMENT
(Continued)**

Please read the following Contract and take time to consider it prior to signing:

- I hereby agree that I will not divulge, to any unauthorized person, data obtained while performing work pursuant to the Contract between the County of Los Angeles and my employer, Health Advocates.
- I agree to forward all requests for the release of information received by me to my immediate supervisor.
- I agree to report any and all violations of the above by any other person and/or by myself to my immediate supervisor.
- I agree to return all confidential materials to my immediate supervisor upon termination of my employment with Health Advocates or completion of the presently assigned work task, whichever occurs first.
- I acknowledge that violation of this agreement and acknowledgment may subject me to civil and/or criminal action and that the County of Los Angeles will seek all possible legal redress.

PP 03/29/05 (Initial and Date)

CONFLICT OF INTEREST POLICY

I ACKNOWLEDGE MY RESPONSIBILITY TO REPORT MY EMPLOYMENT TO MY ELIGIBILITY WORKER OR SOCIAL WORKER SHOULD I APPLY FOR, AM CURRENTLY, OR BECOME A RECIPIENT OF ANY PUBLIC ASSISTANCE OR SERVICES PROGRAM ADMINISTERED BY DPSS.

These are some of the programs that are administered by DPSS:

1. California Work Opportunity and Responsibility for Kids (CalWORKs)
2. Los Angeles County General Relief Program (GR)
3. California Medi-Cal Program (Medi-Cal)
4. Food Stamp Program (FS)
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6. Greater Avenues for Independence (GAIN)
7. General Relief Opportunities for Work (GROW)
8. Cuban/Haitian Entrant Program (CHEP)
9. Refugee Resettlement Program (RRP)
10. Repatriate Program (Repat)
11. Cash Assistance Program for Immigrants (CAPI)

CONTRACTOR EMPLOYEE ACKNOWLEDGMENT AND
CONFIDENTIALITY AGREEMENT
(Continued)

CONFLICT OF INTEREST POLICY (Cont.)

DURING THE TIME THAT I HAVE ACCESS TO PUBLIC ASSISTANCE RECORDS WHILE ACTING ON BEHALF OF MY EMPLOYER Harris County, I AGREE TO REPORT TO MY IMMEDIATE SUPERVISOR THAT I HAVE (WITHIN THE LAST THIRTY [30] DAYS) APPLIED FOR OR AM RECEIVING PUBLIC ASSISTANCE. IF I HAVE ACCESS TO MY OWN, MY RELATIVES', OR CLOSE FRIENDS' PUBLIC ASSISTANCE RECORDS, I WILL MAKE THIS KNOWN TO MY IMMEDIATE SUPERVISOR.

I understand that I am to report any of the following relationships and that the COUNTY will screen CONTRACTOR employees to ensure that reporting responsibilities are being met, and that I shall have no access to my public assistance records or the records of any friend, relative, business relation, personal acquaintance, tenant, or any individual whose relationship could reasonably sway my conduct or performance on the job. Access includes, but is not limited to, determining eligibility for public assistance, transmitting computer data, and physical possession of financial documents or fingerprint images and fingerprint documents.

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Name: Brenda B. Cuerns BBC
(CONTRACTOR Employee's Signature)

Date: 03/24/05

Name: Brenda B. Cuerns
(Please Print CONTRACTOR Employee's Name)

Social Security Number: [REDACTED]

Working Title: Paralegal

Original: CONTRACTOR
Copy: Contract Employee

**CONTRACTOR EMPLOYEE ACKNOWLEDGMENT AND
CONFIDENTIALITY AGREEMENT**

GENERAL INFORMATION

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ACKNOWLEDGMENT OF EMPLOYER

- I understand that Health Advocates is my sole employer for purposes of this employment.
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- I understand and agree that I am not an employee of Los Angeles County for any purposes and that I do not have and will not acquire any rights or benefits of any kind from the County of Los Angeles during the period of this employment.
- I understand and agree that I do not have and will not acquire any rights or benefits pursuant to any agreement between my employer and the County of Los Angeles.

AS 3/29/05 (Initial and date)

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AS 3/29/05 (Initial and Date)

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CONFIDENTIALITY AGREEMENT
(Continued)

CONFLICT OF INTEREST POLICY (Cont.)

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Name: [Signature]
(CONTRACTOR Employee's Signature)

Date: 3/29/05

Name: Ripsime Stepanian
(Please Print CONTRACTOR Employee's Name)

Social Security Number: [Redacted]

Working Title: Clerical Support

Original: CONTRACTOR
Copy: Contract Employee

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HNP 3/29/05
(Initial and date)

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HNP 3/29/05 (Initial and Date)

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CONTRACTOR EMPLOYEE ACKNOWLEDGMENT AND
CONFIDENTIALITY AGREEMENT
(Continued)

CONFLICT OF INTEREST POLICY (Cont.)

DURING THE TIME THAT I HAVE ACCESS TO PUBLIC ASSISTANCE RECORDS WHILE ACTING ON BEHALF OF MY EMPLOYER Heather Alweater, I AGREE TO REPORT TO MY IMMEDIATE SUPERVISOR THAT I HAVE (WITHIN THE LAST THIRTY [30] DAYS) APPLIED FOR OR AM RECEIVING PUBLIC ASSISTANCE. IF I HAVE ACCESS TO MY OWN, MY RELATIVES', OR CLOSE FRIENDS' PUBLIC ASSISTANCE RECORDS, I WILL MAKE THIS KNOWN TO MY IMMEDIATE SUPERVISOR.

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Name: Heather Alweater
(CONTRACTOR Employee's Signature)

Date: 3/29/05

Name: HARSHI PELAWATTA
(Please Print CONTRACTOR Employee's Name)

Social Security Number: [REDACTED]

Working Title: OFFICE ASSISTANT

Original: CONTRACTOR
Copy: Contract Employee

**CONTRACTOR EMPLOYEE ACKNOWLEDGMENT AND
CONFIDENTIALITY AGREEMENT**

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MS. 3/29/05
(Initial and date)

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ms 3/29/05 (Initial and Date)

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CONTRACTOR EMPLOYEE ACKNOWLEDGMENT AND
CONFIDENTIALITY AGREEMENT
(Continued)

CONFLICT OF INTEREST POLICY (Cont.)

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Name: Maria A. Salazar
(CONTRACTOR Employee's Signature)

Date: 3/29/05

Name: Maria A. Salazar
(Please Print CONTRACTOR Employee's Name)

Social Security Number: [REDACTED]

Working Title: Supervisor

Original: CONTRACTOR
Copy: Contract Employee

**CONTRACTOR EMPLOYEE ACKNOWLEDGMENT AND
CONFIDENTIALITY AGREEMENT**

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JA. 03/24/05 (Initial and date)

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I.A. 03/29/05 (Initial and Date)

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CONTRACTOR EMPLOYEE ACKNOWLEDGMENT AND
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(Continued)

CONFLICT OF INTEREST POLICY (Cont.)

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Name: Iliana Andrade [Signature]
(CONTRACTOR Employee's Signature)

Date: 03/29/05

Name: Iliana Andrade
(Please Print CONTRACTOR Employee's Name)

Social Security Number: [REDACTED]

Working Title: Legal Office Support Assistant

Original: CONTRACTOR
Copy: Contract Employee

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DM 3/29/05
(Initial and date)

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YJN 3/29/05 (Initial and Date)

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CONFLICT OF INTEREST POLICY (Cont.)

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Name: 
(CONTRACTOR Employee's Signature)

Date: 3/29/05

Name: Diana Mendez
(Please Print CONTRACTOR Employee's Name)

Social Security Number: [REDACTED]

Working Title: Eligibility Analyst

Original: CONTRACTOR
Copy: Contract Employee

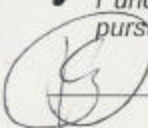
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**CONTRACTOR EMPLOYEE ACKNOWLEDGMENT AND
CONFIDENTIALITY AGREEMENT
(Continued)**

Please read the following Contract and take time to consider it prior to signing:

- I hereby agree that I will not divulge, to any unauthorized person, data obtained while performing work pursuant to the Contract between the County of Los Angeles and my employer, Health Advocates
- I agree to forward all requests for the release of information received by me to my immediate supervisor.
- I agree to report any and all violations of the above by any other person and/or by myself to my immediate supervisor.
- I agree to return all confidential materials to my immediate supervisor upon termination of my employment with Health Advocates or completion of the presently assigned work task, whichever occurs first.
- I acknowledge that violation of this agreement and acknowledgment may subject me to civil and/or criminal action and that the County of Los Angeles will seek all possible legal redress.

(Signature) 3/29/05
(Initial and Date)

CONFLICT OF INTEREST POLICY

I ACKNOWLEDGE MY RESPONSIBILITY TO REPORT MY EMPLOYMENT TO MY ELIGIBILITY WORKER OR SOCIAL WORKER SHOULD I APPLY FOR, AM CURRENTLY, OR BECOME A RECIPIENT OF ANY PUBLIC ASSISTANCE OR SERVICES PROGRAM ADMINISTERED BY DPSS.

These are some of the programs that are administered by DPSS:

1. California Work Opportunity and Responsibility for Kids (CalWORKs)
2. Los Angeles County General Relief Program (GR)
3. California Medi-Cal Program (Medi-Cal)
4. Food Stamp Program (FS)
5. In-Home Supportive Services (IHSS)
6. Greater Avenues for Independence (GAIN)
7. General Relief Opportunities for Work (GROW)
8. Cuban/Haitian Entrant Program (CHEP)
9. Refugee Resettlement Program (RRP)
10. Repatriate Program (Repat)
11. Cash Assistance Program for Immigrants (CAPI)

CONTRACTOR EMPLOYEE ACKNOWLEDGMENT AND
CONFIDENTIALITY AGREEMENT
(Continued)

CONFLICT OF INTEREST POLICY (Cont.)

DURING THE TIME THAT I HAVE ACCESS TO PUBLIC ASSISTANCE RECORDS WHILE ACTING ON BEHALF OF MY EMPLOYER Health Advocates, I AGREE TO REPORT TO MY IMMEDIATE SUPERVISOR THAT I HAVE (WITHIN THE LAST THIRTY [30] DAYS) APPLIED FOR OR AM RECEIVING PUBLIC ASSISTANCE. IF I HAVE ACCESS TO MY OWN, MY RELATIVES', OR CLOSE FRIENDS' PUBLIC ASSISTANCE RECORDS, I WILL MAKE THIS KNOWN TO MY IMMEDIATE SUPERVISOR.

I understand that I am to report any of the following relationships and that the COUNTY will screen CONTRACTOR employees to ensure that reporting responsibilities are being met, and that I shall have no access to my public assistance records or the records of any friend, relative, business relation, personal acquaintance, tenant, or any individual whose relationship could reasonably sway my conduct or performance on the job. Access includes, but is not limited to, determining eligibility for public assistance, transmitting computer data, and physical possession of financial documents or fingerprint images and fingerprint documents.

IT IS YOUR RESPONSIBILITY TO BE AWARE OF POSSIBLE CONFLICTS OF INTEREST AND TO IMMEDIATELY NOTIFY YOUR IMMEDIATE SUPERVISOR IN WRITING OF THE FACTS, SO THAT A DETERMINATION CAN BE MADE OF WHETHER OR NOT SUCH A CONFLICT EXISTS. YOUR REPORT WILL BE HELD IN CONFIDENCE.

Name: [Signature]
(CONTRACTOR Employee's Signature)

Date: 3/29/05

Name: Kenneth CHEN
(Please Print CONTRACTOR Employee's Name)

Social Security Number: [Redacted]

Working Title: Assistant Supervisor

Original: CONTRACTOR
Copy: Contract Employee

**CONTRACTOR EMPLOYEE ACKNOWLEDGMENT AND
CONFIDENTIALITY AGREEMENT**

GENERAL INFORMATION

Your employer, Health Advocates, has entered into a Contract with the County of Los Angeles to provide various services to the COUNTY. Therefore, we need your signature on this employee acknowledgment and confidentiality agreement.

ACKNOWLEDGMENT OF EMPLOYER

- I understand that Health Advocates is my sole employer for purposes of this employment.
- I rely exclusively upon Health Advocates for payment of salary and any and all other benefits payable to me or on my behalf during the period of this employment for work performed under the Contract.
- I understand and agree that I am not an employee of Los Angeles County for any purposes and that I do not have and will not acquire any rights or benefits of any kind from the County of Los Angeles during the period of this employment.
- I understand and agree that I do not have and will not acquire any rights or benefits pursuant to any agreement between my employer and the County of Los Angeles.

S.V. 3-28-05
(Initial and date)

CONFIDENTIALITY AGREEMENT

As an employee of Health Advocates, you may be involved with work pertaining to COUNTY services and if so, you may have access to confidential data pertaining to persons and/or other entities who receive services from the County of Los Angeles. The County of Los Angeles has a legal obligation to protect all confidential data, especially data concerning welfare recipient records. If you are to be involved in COUNTY work, the COUNTY must ensure that you, too, will protect the confidentiality of all data. Consequently, you must sign this confidentiality agreement as a condition of your work to be provided by Health Advocates for the COUNTY.

**CONTRACTOR EMPLOYEE ACKNOWLEDGMENT AND
CONFIDENTIALITY AGREEMENT
(Continued)**

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- I agree to return all confidential materials to my immediate supervisor upon termination of my employment with Health Advocates or completion of the presently assigned work task, whichever occurs first.
- I acknowledge that violation of this agreement and acknowledgment may subject me to civil and/or criminal action and that the County of Los Angeles will seek all possible legal redress.

SV. 3-24-05 (Initial and Date)

CONFLICT OF INTEREST POLICY

I ACKNOWLEDGE MY RESPONSIBILITY TO REPORT MY EMPLOYMENT TO MY ELIGIBILITY WORKER OR SOCIAL WORKER SHOULD I APPLY FOR, AM CURRENTLY, OR BECOME A RECIPIENT OF ANY PUBLIC ASSISTANCE OR SERVICES PROGRAM ADMINISTERED BY DPSS.

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7. General Relief Opportunities for Work (GROW)
8. Cuban/Haitian Entrant Program (CHEP)
9. Refugee Resettlement Program (RRP)
10. Repatriate Program (Repat)
11. Cash Assistance Program for Immigrants (CAPI)

CONTRACTOR EMPLOYEE ACKNOWLEDGMENT AND
CONFIDENTIALITY AGREEMENT
(Continued)

CONFLICT OF INTEREST POLICY (Cont.)

DURING THE TIME THAT I HAVE ACCESS TO PUBLIC ASSISTANCE RECORDS WHILE ACTING ON BEHALF OF MY EMPLOYER Health Initiatives, I AGREE TO REPORT TO MY IMMEDIATE SUPERVISOR THAT I HAVE (WITHIN THE LAST THIRTY [30] DAYS) APPLIED FOR OR AM RECEIVING PUBLIC ASSISTANCE. IF I HAVE ACCESS TO MY OWN, MY RELATIVES', OR CLOSE FRIENDS' PUBLIC ASSISTANCE RECORDS, I WILL MAKE THIS KNOWN TO MY IMMEDIATE SUPERVISOR.

I understand that I am to report any of the following relationships and that the COUNTY will screen CONTRACTOR employees to ensure that reporting responsibilities are being met, and that I shall have no access to my public assistance records or the records of any friend, relative, business relation, personal acquaintance, tenant, or any individual whose relationship could reasonably sway my conduct or performance on the job. Access includes, but is not limited to, determining eligibility for public assistance, transmitting computer data, and physical possession of financial documents or fingerprint images and fingerprint documents.

IT IS YOUR RESPONSIBILITY TO BE AWARE OF POSSIBLE CONFLICTS OF INTEREST AND TO IMMEDIATELY NOTIFY YOUR IMMEDIATE SUPERVISOR IN WRITING OF THE FACTS, SO THAT A DETERMINATION CAN BE MADE OF WHETHER OR NOT SUCH A CONFLICT EXISTS. YOUR REPORT WILL BE HELD IN CONFIDENCE.

Name: Silvia Veneas
(CONTRACTOR Employee's Signature)

Date: 3/29/05

Name: SILVIA VENEAS
(Please Print CONTRACTOR Employee's Name)

Social Security Number [REDACTED]

Working Title: Eligibility Analyst

Original: CONTRACTOR
Copy: Contract Employee

**CONTRACTOR EMPLOYEE ACKNOWLEDGMENT AND
CONFIDENTIALITY AGREEMENT**

GENERAL INFORMATION

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- I understand that Health Advocates is my sole employer for purposes of this employment.
- I rely exclusively upon Health Advocates for payment of salary and any and all other benefits payable to me or on my behalf during the period of this employment for work performed under the Contract.
- I understand and agree that I am not an employee of Los Angeles County for any purposes and that I do not have and will not acquire any rights or benefits of any kind from the County of Los Angeles during the period of this employment.
- I understand and agree that I do not have and will not acquire any rights or benefits pursuant to any agreement between my employer and the County of Los Angeles.

DC 3/21/16 (Initial and date)

CONFIDENTIALITY AGREEMENT

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CONFIDENTIALITY AGREEMENT
(Continued)**

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- I agree to report any and all violations of the above by any other person and/or by myself to my immediate supervisor.
- I agree to return all confidential materials to my immediate supervisor upon termination of my employment with Health Advocate or completion of the presently assigned work task, whichever occurs first.
- I acknowledge that violation of this agreement and acknowledgment may subject me to civil and/or criminal action and that the County of Los Angeles will seek all possible legal redress.

DA 3/29/05 (Initial and Date)

CONFLICT OF INTEREST POLICY

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CONTRACTOR EMPLOYEE ACKNOWLEDGMENT AND
CONFIDENTIALITY AGREEMENT
(Continued)

CONFLICT OF INTEREST POLICY (Cont.)

DURING THE TIME THAT I HAVE ACCESS TO PUBLIC ASSISTANCE RECORDS WHILE ACTING ON BEHALF OF MY EMPLOYER Health Advocates, I AGREE TO REPORT TO MY IMMEDIATE SUPERVISOR THAT I HAVE (WITHIN THE LAST THIRTY [30] DAYS) APPLIED FOR OR AM RECEIVING PUBLIC ASSISTANCE. IF I HAVE ACCESS TO MY OWN, MY RELATIVES', OR CLOSE FRIENDS' PUBLIC ASSISTANCE RECORDS, I WILL MAKE THIS KNOWN TO MY IMMEDIATE SUPERVISOR.

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IT IS YOUR RESPONSIBILITY TO BE AWARE OF POSSIBLE CONFLICTS OF INTEREST AND TO IMMEDIATELY NOTIFY YOUR IMMEDIATE SUPERVISOR IN WRITING OF THE FACTS, SO THAT A DETERMINATION CAN BE MADE OF WHETHER OR NOT SUCH A CONFLICT EXISTS. YOUR REPORT WILL BE HELD IN CONFIDENCE.

Name: Daisy Gonzalez
(CONTRACTOR Employee's Signature)

Date: 3-29-05

Name: Daisy Gonzalez
(Please Print CONTRACTOR Employee's Name)

Social Security Number: [REDACTED]

Working Title: Eligibility Analyst.

Original: CONTRACTOR
Copy: Contract Employee

ATTACHMENT G

BIDDER'S/OFFEROR'S EEO CERTIFICATION

BIDDER'S/OFFEROR'S EEO CERTIFICATIONHEALTH ADVOCATES LLP

Bidder's/Offendor's Name

13412 VENTURA BLVD, #300 STERMAN OAKS, CA 91423

Address

95-4284136

Internal Revenue Service Employer Identification Number

GENERAL

In accordance with Subchapter VI of the Civil Rights Act of 1964, 42 USC Sections 2000e through 2000e-17, Section 504 of the Rehabilitation Act of 1975, the Food Stamp Act of 1977, the Welfare and Institutions Code Section 10000, California Department of Social Services Manual of Policies and Procedures Division 21, and the Americans with Disabilities Act of 1990, the CONTRACTOR, supplier, or vendor certifies and agrees that all persons employed by such firm, its affiliates, subsidiaries, or holding companies are and will be treated equally by the firm without regard to or because of race, color, religion, ancestry, national origin, age, condition of disability, marital status, political affiliation or sex and in compliance with all anti-discrimination laws of the United States of America and the State of California.

BIDDER'S/OFFEROR'S CERTIFICATION

1. The bidder/offendor has a written policy statement prohibiting discrimination in all phases of employment.
2. The bidder/offendor periodically conducts a self-analysis or utilization analysis of its work force.
3. The bidder/offendor has a system for determining if its employment practices are discriminatory against protected groups.
4. Where problem areas are identified in employment practices, the bidder/offendor has a system for taking reasonable corrective action to include establishment of goals or timetables.

(circle one)

☒ Yes ☐ No☒ Yes ☐ No☒ Yes ☐ No☒ Yes ☐ NoAL LEIBOVIC PARTNER

Name and Title of Signer



Signature

3/29/05

Date

ATTACHMENT H

BIDDER'S/OFFEROR'S NONDISCRIMINATION IN SERVICES CERTIFICATION

BIDDER'S/OFFEROR'S NONDISCRIMINATION IN SERVICES CERTIFICATIONHEALTH ADVOCATES, LLP

Bidder's/Offeror's Name

13412 VENTURA BLVD, #300, Sherman Oaks, CA. 91423

Address

95-4284136

Internal Revenue Service Employer Identification Number

GENERAL

In accordance with Subchapter VI and VII of the *Civil Rights Act of 1964*, Section 504 of the *Rehabilitation Act of 1973*, as amended, the *Age Discrimination Act of 1975*, the *Food Stamp Act of 1977*, and the *Americans with Disabilities Act of 1990*, the CONTRACTOR, supplier, or vendor certifies and agrees that all persons serviced by such firm, its affiliates, subsidiaries, or holding companies are and will be treated equally by the firm without regard to or because of race, color, religion, ancestry, national origin, age, condition of disability, marital status, political affiliation or sex and in compliance with all anti-discrimination laws of the United States of America and the State of California.

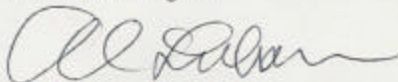
BIDDER'S/OFFEROR'S CERTIFICATION

(circle one)

1. The bidder/offeror has a written policy statement prohibiting discrimination in providing services and benefits.
2. The bidder/offeror periodically monitors the equal provision of services to ensure nondiscrimination.
3. Where problem areas are identified in equal provisions of services and benefits, the bidder/offeror has a system for taking reasonable corrective action within a specified length of time.

☒ Yes No☒ Yes No☒ Yes NoAL LEIBOVIC PARTNER

Name and Title of Signer



Signature

3/29/05

Date

ATTACHMENT I

FAMILIARITY OF THE COUNTY LOBBYIST ORDINANCE CERTIFICATION

FAMILIARITY OF THE COUNTY LOBBYIST ORDINANCE CERTIFICATION

The Vendor certifies that it is familiar with the terms of the County of Los Angeles Lobbyist Ordinance, Los Angeles Code Chapter 2.160. The Vendor also certifies that all persons acting on behalf of the Vendor organization have and will comply with it during the proposal process.

Signature  Date 3/29/05

ATTACHMENT J

CONTRACTOR LIVING WAGE DECLARATION

**COUNTY OF LOS ANGELES
LIVING WAGE ORDINANCE**

CONTRACTOR Living Wage Declaration

For Contract Extension, Amendment Or Renewal

The Contract is subject to the County of Los Angeles Living Wage Ordinance (Program). You must declare your intent to comply with the Program.

If you believe that you are exempt from the Program, please complete the Application for Exemption form and immediately submit it, to the County awarding department.

Please check the option that best describes your intention to comply with the Program.


- ☐ I do not have a bona fide health care benefit plan for those employees who will be providing services to the County under the Contract. I will pay an hourly wage rate of not less than **\$9.46 per hour** per employee.
- ☐ I do have a bona fide health care benefit plan for those employees who will be providing services to the County under the Contract but will pay into the plan **less than \$1.14 per hour** per employee. I will pay an hourly wage of not less than **\$9.46 per hour** per employee.
- ☒ I do have a bona fide health care benefit plan for those employees who will be providing services to the County under the Contract and will pay into the plan **at least \$1.14 per hour** per employee. I will pay an hourly wage of not less than **\$8.32 per hour** per employee.

Health Plan(s): BLUE CROSS / KAISER

Company Insurance Group Number: 57X64A / 227127-600235

Health Benefit(s) Payment Schedule:

- ☒ Monthly ☐ Quarterly ☐ Bi-Annual
☐ Annually ☐ Other: _____
 (Specify)

| | |
|--|--------------------------------------|
| PLEASE PRINT COMPANY NAME: <u>HEALTH ADVOCATES LLP</u> | |
| I declare under penalty of perjury under the laws of the State of California that the above is true and correct: | |
| SIGNATURE: <u></u> | DATE: <u>3/29/05</u> |
| PLEASE PRINT NAME: <u>AL LEIBOVIC</u> | TITLE OR POSITION: <u>PARTNER</u> |

QAAC\RV\LWO Train. Manual\CONTRACTOR LW Declaration.3doc

ATTACHMENT K
LIVING WAGE ORDINANCE

**COUNTY OF LOS ANGELES
LIVING WAGE ORDINANCE**

TITLE 2 ADMINISTRATION

Chapter 2.201 LIVING WAGE PROGRAM

2.201.010 Findings.

The Board of Supervisors finds that the County of Los Angeles is the principal provider of social and health services within the COUNTY, especially to persons who are compelled to turn to the COUNTY for such services. Employers' failure to pay less than a living wage to their employees causes them to use such services, thereby placing an additional burden on the County of Los Angeles. (Ord. 99-0048 § 1 (part), 1999.)

2.201.020 Definitions.

The general definitions contained in Chapter 2.02 shall be applicable to this chapter unless inconsistent with the following definitions:

- A. "COUNTY" includes the County of Los Angeles, any COUNTY officer or body, any County department head, and any COUNTY employee authorized to enter into a Proposition A Contract or a cafeteria services Contract with an employer.
- B. "Employee" means any individual who is an employee of an employer under the laws of California, and who is providing full time services to an employer, some or all of which are provided to the County of Los Angeles under a Proposition A contract, or under a cafeteria services contract at a County of Los Angeles owned or leased facility.
- C. "Employer" means:
 - 1. An individual or entity who has a contract with the COUNTY:
 - a. For service which is required to be more economical or feasible under Section 44.7 of the Charter of the County of Los Angeles, and is not listed as an excluded contract in Section 2.121.250 B of the Los Angeles County Code, referred to in this chapter as a "Proposition A contract," or
 - b. For cafeteria services, referred to in this chapter as a "cafeteria services Contract," and

- c. Who has received or will receive an aggregate sum of \$25,000.00 or more in any 12 month period under one or more Proposition A contracts and/or one or more cafeteria services contracts; or
 - 2. An individual or entity that enters into a subcontract with an employer, as defined in subsection C1 and who employs employees to provide services under the employer's contract with the COUNTY.
- D. "Full time" means a minimum 40 hours worked per week, or a lesser number of hours, if the lesser number is a recognized industry standard and is approved as such by the Chief Administrative Officer, but in no event less than 35 hours worked per week. (Ord. 99-0048 § 1 (part), 1999.)

2.201.030 Prospective effect.

This chapter shall be applicable to Proposition A contracts and cafeteria services contracts and their amendments, the terms of which commence three months or more after the effective date of this chapter.* It shall not be applicable to Proposition A contracts or cafeteria services contracts or their amendments in effect before this chapter becomes applicable. (Ord. 99-0048 § 1 (part), 1999.)

*Editor's note: Ordinance 99-0048, which enacted Ch. 2.201, is effective on July 22, 1999.

2.201.040 Payment of living wage.

- A. Employers shall pay employees a living wage for their services provided to the COUNTY of no less than the hourly rates set under this chapter. The rates shall be \$8.32 per hour with health benefits, or \$9.46 per hour without health benefits.
- B. To qualify for the living wage rate with health benefits, an employer shall pay at least \$1.14 per hour towards the provision of bona fide health care benefits for each employee and any dependents during the term of a Proposition A contract or a cafeteria services contract. Proof of the provision of such benefits must be submitted to the COUNTY for evaluation during the procurement process to qualify for the lower living wage rate in subsection A of this Section. Employers who provide health care benefits to employees through the County Department of Health Services' community health plan are deemed to have qualified for the lower living wage rate in subsection A of this section.

- C. The Board of Supervisors may, from time to time, adjust the amounts specified in subsections A and B of this section, above, for future contracts. (Ord. 99-0048 § 1 (part), 1999.)

2.201.050 Other provisions.

- A. Full-Time Employees. An employer shall assign and use full time employees to provide services under a Proposition A contract or a cafeteria services contract, unless the employer can demonstrate to the COUNTY the necessity to use non-full time employees based on staffing efficiency or the COUNTY requirements of an individual job.
- B. Neutrality in Labor Relations. An employer shall not use any consideration received under a Proposition A contract or a cafeteria services contract to hinder, or to further, organization of, or collective bargaining activities by or on behalf of an employer's employees, except that this restriction shall not apply to any expenditure made in the course of good faith collective bargaining, or to any expenditure pursuant to obligations incurred under a bona fide collective bargaining agreement, or which would otherwise be permitted under the provisions of the National Labor Relations Act.
- C. Administration. The Chief Administrative Officer shall be responsible for the administration of this chapter. The Chief Administrative Officer may, with the advice of County Counsel, issue interpretations of the provisions of this chapter. The Chief Administrative Officer in conjunction with the Affirmative Action Compliance Officer shall issue written instructions on the implementation and on-going administration of this chapter. Such instructions may provide for the delegation of functions to other county departments.
- D. Compliance Certification. An employer shall, during the term of a Proposition A contract, or a cafeteria services contract, report for each employee and certify the hours worked, wages paid, and amounts the employer paid for health benefits, and provide other information deemed relevant to the enforcement of this chapter by the COUNTY. Such reports shall be made at the times and in the manner set forth in instructions issued by the Chief Administrative Officer in conjunction with the Affirmative Action Compliance Officer. The Affirmative Action Compliance Officer in conjunction with the Chief Administrative Officer shall report annually to the Board of Supervisors on CONTRACTOR compliance with the provisions of this chapter.
- E. CONTRACTOR Standards. An employer shall demonstrate during the procurement process, and for the duration of a Proposition A contract or a cafeteria services contract, a history of business stability, integrity in employee relations, and the financial ability to pay a living wage. (Ord. 99-0048 § 1 (part), 1999.)

2.201.060 Employer retaliation prohibited.

No employer shall take an adverse action causing a loss of any benefit of employment, of any contract benefit, or any statutory benefit to any employee, person, or other entity, who has reported a violation of this chapter to the Board of Supervisors or to one or more of their offices, to the County Chief Administrative Officer, or to the County Auditor Controller, or to the county department administering the Proposition A contract or cafeteria services contract. (Ord. 99-0048 § 1 (part), 1999.)

2.201.070 Employee retention rights.

In the event that any Proposition A contract or cafeteria service contract is terminated by the COUNTY prior to its expiration, any new contract with a subsequent employer for such services shall provide for the employment of the predecessor employer's employees as provided in this section.

- A. A "retention employee" is an employee of a predecessor employer:
 - 1. Who is not an exempt employee under the minimum wage and maximum hour exemptions defined in the federal Fair Labor Standards Act;
 - 2. Who has been employed by an employer under a predecessor Proposition A contract or a predecessor cafeteria services contract for at least six months prior to the date of a new contract; and
 - 3. Who is or will be terminated from his or her employment as a result of the COUNTY entering into a new contract.
- B. Subsequent employers shall offer employment to all retention employees who are qualified for such jobs.
- C. A subsequent employer is not required to hire a retention employee who:
 - 1. Has been convicted of a crime related to the job or his or her job performance; or
 - 2. Fails to meet any other COUNTY requirement for employees of a CONTRACTOR.
- D. A subsequent employer may not terminate a retention employee for the first 90 days of employment under a new contract, except for cause. Thereafter, a subsequent employer may retain a retention employee on the same terms and conditions as the subsequent employer's other employees. (Ord. 99-0048 § 1 (part), 1999.)

2.201.080 Enforcement and remedies.

For violation of any of the provisions of this chapter:

- A. An employee may bring an action in the courts of the state of California for damages caused by an employer's violation of this chapter.
- B. The county department head responsible for administering a Proposition A contract or a cafeteria services contract may do one or more of the following in accordance with such instructions as may be issued by the Chief Administrative Officer:
 - 1. Assess liquidated damages as provided in the contract; and/or
 - 2. Recommend to the Board of Supervisors the termination of the contract; and/or
 - 3. Recommend to the Board of Supervisors that an employer be barred from award of future COUNTY contracts for a period of time consistent with the seriousness of the employer's violation of this chapter, not to exceed three years. (Ord. 99-0048 § 1 (part), 1999.)

2.201.090 Exceptions.

- A. Other Laws. This chapter shall not be interpreted or applied to any employer or to any employee in a manner inconsistent with United States or California laws.
- B. Collective Bargaining Agreements. Any provision of this chapter shall be superseded by a collective bargaining agreement that expressly so provides.
- C. This chapter shall not be applied to any employer which is a nonprofit corporation qualified under Section 501(c)(3) of the Internal Revenue Code.
- D. Small Businesses. This chapter shall not be applied to any employer which is a business entity organized for profit, including but not limited to any individual, partnership, corporation, joint venture, association or cooperative, which entity:
 - 1. Is not an affiliate or subsidiary of a business dominant in its field of operation; and
 - 2. Has 20 or fewer employees during the contract period, including full time and part time employees; and

3. Does not have annual gross revenues in the preceding fiscal year which if added to the annual amount of the contract awarded exceed \$1,000,000.00; or
4. If the business is a technical or professional service, does not have annual gross revenues in the preceding fiscal year which if added to the annual amount of the contract awarded exceed \$2,500,000.00.

"Dominant in its field of operation" means having more than 20 employees, including full time and part time employees, and more than \$1,000,000.00 in annual gross revenues or \$2,500,000.00 in annual gross revenues if a technical or professional service.

"Affiliate or subsidiary of a business dominant in its field of operation" means a business which is at least 20 percent owned by a business dominant in its field of operation, or by partners, officers, directors, majority stockholders, or their equivalent, of a business dominant in that field of operation. (Ord. 99-0055 § 1, 1999: Ord. 99-0048 § 1 (part), 1999.)

2.201.100 Severability.

If any provision of this chapter is found invalid by a court of competent jurisdiction, the remaining provisions shall remain in full force and effect. (Ord. 99-0048 § 1 (part), 1999.)

ATTACHMENT L

SAFELY SURRENDERED BABY LAW

What is the Safely Surrendered Baby Law?

California's Safely Surrendered Baby Law allows parents to give up their baby confidentially. As long as the baby has not been abused or neglected, parents may give up their newborn without fear of arrest or prosecution.

How does it work?

A distressed parent who is unable or unwilling to care for a baby can legally, confidentially and safely give up a baby within three days of birth. The baby must be handed to an employee at a Los Angeles County emergency room or fire station. As long as the child shows no signs of abuse or neglect, no name or other information is required. In case the parent changes his or her mind at a later date and wants the baby back, workers will use bracelets to help connect them to each other. One bracelet will be placed on the baby, and a matching bracelet will be given to the parent.

What if a parent wants the baby back?

Parents who change their minds can begin the process of reclaiming their newborns within 14 days. These parents should call the Los Angeles County Department of Children and Family Services at 1-800-540-4000.

Can only a parent bring in the baby?

In most cases, a parent will bring in the baby. The law allows other people to bring in the baby if they have legal custody.

Does the parent have to call before bringing in the baby?

No. A parent can bring in a baby anytime, 24 hours a day, 7 days a week so long as the parent gives the baby to someone who works at the hospital or fire station.

Does a parent have to tell anything to the people taking the baby?

No. However, hospital personnel will ask the parent to fill out a questionnaire designed to gather important medical history information, which is very useful in caring for the child. Although encouraged, filling out the questionnaire is not required.

What happens to the baby?

The baby will be examined and given medical treatment, if needed. Then the baby will be placed in a pre-adoptive home.

What happens to the parent?

Once the parent(s) has safely turned over the baby, they are free to go.

Why is California doing this?

The purpose of the Safely Surrendered Baby Law is to protect babies from being abandoned by their parents and potentially being hurt or killed. You may have heard tragic stories of babies left in dumpsters or public bathrooms. The parents who committed these acts may have been under severe emotional distress. The mothers may have hidden their pregnancies, fearful of what would happen if their families found out. Because they were afraid and had nowhere to turn for help, they abandoned their infants. Abandoning a baby puts the child in extreme danger. It is also illegal. Too often, it results in the baby's death. Because of the Safely Surrendered Baby Law, this tragedy doesn't ever have to happen in California again.

A baby's story

At 8:30 a.m. on Thursday, July 25, 2002, a healthy newborn baby was brought to St. Bernardine Medical Center in San Bernardino under the provisions of the California Safely Surrendered Baby Law. As the law states, the baby's mother did not have to identify herself. When the baby was brought to the emergency room, he was examined by a pediatrician, who determined that the baby was healthy and doing fine. He was placed with a loving family while the adoption process was started.

Every baby deserves a chance for a healthy life. If someone you know is considering abandoning a newborn, let her know there are other options.

It is best that women seek help to receive proper medical care and counseling while they are pregnant. But at the same time, we want to assure parents who choose not to keep their baby that they will not go to jail if they deliver their babies to safe hands in any Los Angeles County hospital ER or fire station.

ATTACHMENT M
EARNED INCOME CREDIT --NOTICE 1015



Department of the Treasury
Internal Revenue Service

Notice 1015

(Rev. November 2002)

Have You Told Your Employees About the Earned Income Credit (EIC)?

What Is the EIC?

The EIC is a refundable tax credit for certain workers.

A change to note. Workers **cannot** claim the EIC if their 2002 investment income (such as interest and dividends) is over \$2,550.

Which Employees Must I Notify About the EIC?

You must notify each employee who worked for you at any time during the year and from whom you did not withhold income tax. However, you do not have to notify any employee who claimed exemption from withholding on **Form W-4**, Employee's Withholding Allowance Certificate.

Note: You are encouraged to notify each employee whose wages for 2002 are less than \$34,178 that he or she may be eligible for the EIC.

How and When Must I Notify My Employees?

You must give the employee one of the following:

- The IRS **Form W-2**, Wage and Tax Statement, which has the required information about the EIC on the back of **Copy B**.
- A substitute Form W-2 with the same EIC information on the back of the employee's copy that is on Copy B of the IRS Form W-2.
- **Notice 797**, Possible Federal Tax Refund Due to the Earned Income Credit (EIC).
- Your written statement with the same wording as Notice 797.

If you are required to give Form W-2 and do so on time, no further notice is necessary if the Form W-2 has the required information about the EIC on the back of the employee's copy. If a substitute Form W-2 is given on time but does not have the required information, you must notify the employee within 1 week of the date the substitute Form W-2 is given. If Form W-2 is required but is not given on time, you must give the employee Notice 797 or your written statement by the date Form W-2 is required to be given. If Form W-2 is not required, you must notify the employee by February 7, 2003.

You must hand the notice directly to the employee or send it by First-Class Mail to the employee's last known address. You will not meet the notification requirements by posting Notice 797 on an employee bulletin board or sending it through office mail. However, you may want to post the notice to help inform all employees of the EIC. You can get copies of the notice by calling 1-800-829-3676, or from the IRS Web Site at www.irs.gov.

How Will My Employees Know If They Can Claim the EIC?

The basic requirements are covered in Notice 797. For more detailed information, the employee needs to see the 2002 instructions for Form 1040, 1040A, 1040EZ, or **Pub. 596**, Earned Income Credit (EIC).

How Do My Employees Claim the EIC?

Eligible employees claim the EIC on their 2002 tax return. Even employees who have no tax withheld from their pay or owe no tax can claim the EIC and get a refund, but they must file a tax return to do so. For example, if an employee has no tax withheld in 2002 and owes no tax but is eligible for a credit of \$791, he or she must file a 2002 tax return to get the \$791 refund.

How Do My Employees Get Advance EIC Payments?

Eligible employees who expect to have a qualifying child for 2003 can get part of the credit with their pay during the year by giving you a completed **Form W-5**, Earned Income Credit Advance Payment Certificate. You **must** include advance EIC payments with wages paid to these employees, but the payments are not wages and are not subject to payroll taxes. Generally, the payments are made from withheld income, social security, and Medicare taxes. For details, see **Pub. 15**, Employer's Tax Guide.

Notice 1015

(Rev. 11-2002)

